

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In re: )  
 ) Case No. 17-47541-659  
 ) CHAPTER 11  
ARMSTRONG ENERGY, INC., *et al.*,<sup>1</sup> )  
 ) (Joint Administration Requested)  
 )  
Debtors. ) Hearing Date: [ ], 2017  
 ) Hearing Time: [ ]  
 ) Hearing Location: Courtroom \_ North  
 )

**DEBTORS' MOTION FOR  
ENTRY OF AN ORDER (I) AUTHORIZING  
THE DEBTORS TO (A) RETAIN FTI CONSULTING,  
INC. TO PROVIDE THE DEBTORS A CHIEF RESTRUCTURING  
OFFICER AND CERTAIN ADDITIONAL PERSONNEL AND (B) DESIGNATE  
ALAN BOYKO AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS,  
NUNC PRO TUNC TO THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

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Armstrong Energy, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"),<sup>2</sup> respectfully state the following in support of this motion:

**Relief Requested**

1. The Debtors seek entry of an order (the "Proposed Order"):<sup>3</sup> (a) authorizing the Debtors to (i) retain FTI Consulting, Inc. ("FTI") to provide the Debtors with a Chief

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Armstrong Energy, Inc. (4058); Armstrong Air, LLC (2017); Armstrong Coal Company, Inc. (0349); Armstrong Coal Sales, LLC (8643); Armstrong Energy Holdings, Inc. (5664); Armstrong Logistics Services, LLC (0392); Thoroughfare Mining, LLC (7890); Western Diamond LLC (9356); Western Land Company, LLC (9821). The location of the Debtors' service address is: 7733 Forsyth Boulevard, Suite 1625, St. Louis, Missouri 63105.

<sup>2</sup> A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this motion and the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Alan Boyko of Armstrong Energy, Inc., in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein.

Restructuring Officer (“CRO”) and certain additional FTI personnel (collectively, the “Engagement Personnel”) to assist the CRO and (ii) designate Alan Boyko as the Debtors’ CRO, effective *nunc pro tunc* to the Petition Date, on the terms set forth in that certain engagement letter, dated as of August 14, 2017 (as amended, restated, or otherwise supplemented from time to time, the “Engagement Letter”),<sup>4</sup> a copy of which is attached hereto as **Exhibit A**, and (b) granting related relief. In further support of the motion, the Debtors respectfully submit the declaration of Alan Boyko, a Senior Managing Director of FTI Consulting, Inc. and the Debtors’ CRO (the “Boyko Declaration”), which is attached hereto as **Exhibit B** and incorporated herein by reference.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Eastern District of Missouri (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and Rule 81.901(B)(1) of the Local Rules of the United States District Court for the Eastern District of Missouri. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

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<sup>3</sup> A copy of the Proposed Order will be provided to the Notice Parties (as defined below) and made available on the Debtors’ case information website at <https://www.donlinrecano.com/armstrong>.

<sup>4</sup> Any references to, or summaries of, the Engagement Letter in this motion are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein. Any capitalized terms used in this motion and not otherwise defined herein have the meanings ascribed to them in the Engagement Letter.

4. The bases for the relief requested herein are sections 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), and Bankruptcy Rule 2016.

### **Background**

5. The Debtors produce low-chlorine, high-sulfur thermal coal from the Illinois Basin, with both surface and underground mines. The Debtors market their coal primarily to proximate and investment grade electric utility companies as fuel for their steam-powered generators. Based on 2016 production, the Debtors are the sixth largest producer in the Illinois Basin and the second largest in Western Kentucky.

6. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

### **Retention of FTI**

7. In consideration of the size and complexity of their businesses, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced restructuring managers will substantially enhance their attempts to maximize the value of their estates. The Engagement Personnel are well qualified to act on the Debtors’ behalf given their extensive knowledge and expertise with respect to these chapter 11 cases.

8. The Engagement Personnel specialize in interim management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational

restructuring. FTI's debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company's financial position, including: (a) developing or validating forecasts and business plans and related assessments of a business's strategic position; (b) monitoring and managing cash, cash flow, and vendor relationships; (c) assessing and recommending cost reduction strategies; and (d) designing and negotiating financial restructuring plans.

9. FTI's professionals have assisted, advised and provided strategic advice to, debtors, creditors, bondholders, investors and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors' chapter 11 cases. FTI has provided restructuring or crisis management services in numerous large cases, including most recently, *In re Goodman Networks Inc.*, No. 17-31575 (MI) (Bankr. S.D. Tex. Apr. 20, 2017); *In re CS Mining LLC*, No. 16-24818 (WTT) (Bankr. D. Utah Aug. 24, 2016); *In re Peabody Energy Corp.*, No. 16-42529 (BSS) (Bankr. E.D. Mo. May 18, 2016); *In re Arch Coal, Inc.*, No. 16-40120 (CER) (Bankr. E.D. Mo. Feb. 24, 2016); *In re Ryckman Creek Res., LLC*, No. 16-10292 (KJC) (Bankr. D. Del. Feb. 9, 2016); *In re MolyCorp Inc.*, No. 15-11362 (CJS) (Bankr. D. Del. July 17, 2015); *In re Magnetation LLC*, No. 15-50307 (GFK) (Bankr. D. Minn. June 10, 2015); *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del. March 16, 2015); *In re Energy Future Holdings Corp.*, No. 14-10979 (CJS) (Bankr. D. Del. Jan. 12, 2015); *In re Dendreon Corp.*, No. 14-12515 (LSS) (Bankr. D. Del. Dec. 9, 2014); *In re Ablest Inc.*, No. 14-10717 (KJC) (Bankr. D. Del. April 21, 2014); *In re Synagro Techs., Inc.*, No. 13-11041 (BLS) (Bankr. D. Del. June 5, 2013); *In re The Scooter Store Holdings, Inc.*, No. 13-10904 (PJW) (Bankr. D. Del. June 7, 2013); *In re CHL, Ltd.*, No. 12-12437 (KJC) (Bankr. D. Del. Sept. 24, 2012); *In re Pemco World Air Servs., Inc.*, No. 12-10799 (MFW) (Bankr. D. Del. April 3, 2012); *In re Neb. Book*

Co., No. 11-12005 (PJW) (Bankr. D. Del. July 21, 2011); *In re AbitibiBowater Inc.*, No. 09-11296 (KJC) (Bankr. D. Del. July 7, 2010); *In re Trico Marine Servs., Inc.*, No. 10-12653 (BLS) (Bankr. D. Del. Oct. 6, 2010); *In re U.S. Concrete, Inc.*, No. 10-11407 (PJW) (Bankr. D. Del. May 21, 2010); *In re Plumbing Holdings Corp.*, No. 09-14413 (CSS) (Bankr. D. Del. Jan. 26, 2010).

10. The Debtors propose to designate Alan Boyko as their CRO, *nunc pro tunc* to the Petition Date. Mr. Boyko, the CRO, is a Senior Managing Director with FTI based in Denver, Colorado. He has worked as a turnaround consultant and financial advisor for over seventeen years, and has extensive experience in the energy, mining, manufacturing, telecom, technology, and retail industries. Mr. Boyko has substantial knowledge and experience in senior management positions with, or as restructuring advisor to, distressed companies and in assisting distressed companies with stabilizing their financial condition, analyzing their operations, and developing an appropriate business plan to accomplish the necessary restructuring of their operations and finances. FTI has provided financial or restructuring advice to a number of companies or their creditors in the energy and mining sectors, including Peabody Energy Corporation and Arch Coal, Inc.—the two largest U.S. coal companies—American Gilsonite Company, CS Mining, LLC (FTI provided CRO), Patriot Coal Corporation, Midway Gold Corporation (FTI provided CRO), Magnetation, Inc. (FTI provided CRO), Mineral Park, Inc. (FTI provided CRO), and Thompson Creek Metals Company, Inc. In addition, Mr. Boyko specifically has served as lead financial advisor or financial advisor to, among others, Arch Coal, Inc. and American Gilsonite Company..

11. On August 14, 2017, FTI and the Company entered into the Engagement Letter attached hereto as **Exhibit A**. The Engagement Letter sets forth the services that the CRO and

FTI personnel will provide for the Debtors. In addition, the Engagement Letter provides for compensation of FTI on an hourly basis for the CRO and support personnel, all as more fully set forth in the Engagement Letter.

12. As a result of their history with the Debtors, FTI is intimately familiar with the Debtors' businesses, financial affairs, and capital structure. Throughout the course of FTI's engagement, Mr. Boyko and the FTI personnel working with him have devoted substantial amounts of time and effort working with members of the Debtors' senior management and legal advisors to, among other things, assist in the development of near-term projections and short-term cash management activities, review strategic alternatives, and coordinate the Debtors' efforts to prepare for and operate in chapter 11. For these reasons, FTI is both well qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these chapter 11 cases. Accordingly, the Debtors submit that the retention of FTI and the designation of Mr. Boyko as CRO on the terms and conditions set forth herein are necessary and appropriate, are in the best interest of the Debtors' estates, creditors, and all other parties in interest, and should be granted in all respects.

**Services to be Provided**

13. Subject to approval by the Court, the Debtors propose to retain FTI to provide the Debtors with an CRO and the additional FTI personnel as necessary on the terms and conditions set forth in the Engagement Letter, except as otherwise explicitly set forth herein or in any order granting the relief requested herein. The Engagement Personnel will provide assistance to the Debtors in completing their restructuring through these chapter 11 cases, including cash forecasting, liquidity management, assistance in addressing business issues that arise during the pendency of these chapter 11 cases, the development of information for the Debtors and parties in interest, bankruptcy administration, preparation of monthly operating reports and motions, and

testimony as may be required and other assistance intended to support the Debtors and their other retained professionals. The Debtors will monitor the work of the Engagement Personnel and ensure that they do not provide duplicating services relative to other retained professionals.

14. Subject to further order of the Court, the Engagement Personnel may provide the services described in the Engagement Letter as FTI and the Debtors shall deem appropriate and feasible in order to manage and advise the Debtors in the course of these chapter 11 cases (collectively the “Restructuring Advisory Services”), including but not limited to:

- (a) assisting with the preparation of the statement of affairs, schedules and other regular reports required by the Court as well as providing assistance in such areas as testimony before the Court on matters that are within FTI’s areas of expertise;
- (b) assisting with Monthly Operating Reports and other court and U.S. Trustee requested or required information;
- (c) assisting with the additional cataloging of executory contracts and unexpired leases and advising the Debtors regarding decisions on assumptions and rejections and cure amounts;
- (d) advising senior management in the negotiation and implementation of restructuring initiatives and evaluation of strategic alternatives;
- (e) assisting in communication and/or negotiation with outside constituents including stakeholders, vendors and suppliers and other lenders and their advisors;
- (f) managing the claims and claims reconciliation processes;
- (g) providing required cash budgeting and reporting under the agreements and the terms of the Cash Collateral motion;
- (h) providing assistance to management in connection with the Debtors’ development of its rolling 13-week cash receipts and disbursements forecasting tool designed to provide on-time information related to the Debtors’ liquidity;
- (i) assisting in obtaining and presenting information required by parties-in-interest in the Debtors’ bankruptcy process including official committees appointed by the Court and the Court itself;

- (j) assisting the Debtors and outside counsel on the development of an approach to meet the requirements of Bankruptcy Rule 2015.3 for reporting on the value, operations and profitability of those entities in which the Debtors' estate holds a substantial or controlling interest;
- (k) assisting the Debtors in other business and financial aspects of a Chapter 11 proceeding, including, but not limited to, development of a disclosure statement and chapter 11 plan;
- (l) assisting as requested in managing any litigation that may be brought against the Debtors in the Court;
- (m) providing assistance in such areas as testimony before the Court on matters that are within the scope of this engagement and within FTI's area of testimonial competencies; and
- (n) assisting with such other matters as may be requested that fall within FTI's expertise and that are mutually agreeable.

15. Such Restructuring Advisory Services are necessary to the Debtors' restructuring efforts and in the ongoing operation and management of the Debtors' businesses while subject to chapter 11 of the Bankruptcy Code. The Restructuring Advisory Services provided by FTI will complement, and not duplicate, the services to be rendered by any other professional retained in these chapter 11 cases. The Engagement Personnel have and will continue to work closely with the other professionals retained by the Debtors to minimize and avoid duplication of services. In addition, on August 3, 2017, the Board of Directors (the "Board") of Armstrong Energy, Inc. approved the retention of Mr. Boyko as CRO.

#### **FTI's Disinterestedness**

16. To the best of the Debtors' knowledge, information and belief, and except to the extent disclosed herein and in the Boyko Declaration, attached hereto as **Exhibit B**, FTI (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, (b) has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the Office of the United States Trustee for the Eastern District of



Missouri (the “U.S. Trustee”) or any person employed in the Office of the U.S. Trustee, and (c) does not hold any interest adverse to the Debtors’ estates.

17. Although the Debtors respectfully submit that the retention of FTI is not governed by section 327 of the Bankruptcy Code, the Boyko Declaration discloses, among other things, any relationship that FTI or Mr. Boyko has with the Debtors, their significant creditors, or other significant parties in interest known to FTI. Based upon the disclosures set forth in the Boyko Declaration, the Debtors submit that FTI is a “disinterested person” as that term is defined by section 101(14) of the Bankruptcy Code.

18. As set forth in the Boyko Declaration, to the extent that any new relevant facts or relationships bearing on the matters described herein during the period of FTI’s retention are discovered or arise, FTI will provide the Court with a supplemental declaration disclosing, among other things, new material facts and relationships between the Debtors, the Engagement Personnel, or other significant parties in interest.

#### **Terms of Retention**

19. As set forth in the Engagement Letter, the Debtors have agreed to, among other things: (a) compensate and reimburse FTI for expenses incurred and services provided by the Engagement Personnel; and (b) indemnify those persons serving as executive officers on the same terms as provided to the Debtors’ other officers and directors under the Debtors’ corporate bylaws and provide such persons insurance coverage under the Debtors’ direct and officer liability insurance policy.

#### ***Professional Compensation and Expense Reimbursement***

20. In summary, the Engagement Letter provides for the following compensation:

- **Standard Hourly Rates:** Fees for services rendered by the Engagement Personnel based on the following hourly rates, which are subject to periodic revision as FTI adjusts its rates generally:

Senior Managing Directors	\$840 - \$1,050
Directors/Senior Directors/Managing Directors	\$630 - \$835
Consultants/Senior Consultants	\$335 - \$605
Administrative/Paraprofessionals	\$135 - \$265

- **Reimbursement of Expenses:** In addition to compensation for professional services rendered by Engagement Personnel, FTI will seek reimbursement for reasonable and customary expenses incurred in connection with these chapter 11 cases, including, but not limited to travel, lodging, computer research, and messenger and telephone charges. In addition, FTI shall be reimbursed for the reasonable fees and expenses incurred in connection with the preparation and approval of this motion. All fees and expenses due to FTI will be billed on a monthly basis, or more frequently as agreed to between FTI and the Debtors, as further set forth in the Engagement Letter, but in all events subject to the order approving this motion.

### ***Indemnification Provisions***

21. As a material part of the consideration for which FTI has agreed to provide the services described herein, and pursuant to the Engagement Letter, including the indemnification provisions attached thereto and incorporated by reference therein (the “Indemnification Provisions”), the Debtors have agreed to: (a) indemnify the Engagement Personnel acting as officers to the same extent as the most favorable indemnification the Debtors extend to their officers or directors and to cover such Engagement Personnel under the Debtors’ director and officer liability insurance policy; and (b) indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively, the “Indemnified Parties”) under certain circumstances.<sup>5</sup>

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<sup>5</sup> The Indemnification Provisions generally provide that the Debtors will indemnify and hold harmless the Indemnified Parties from and against any claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation), arising out of or relating to the Debtors’ retention of FTI under the Engagement Letter, the execution and delivery of the Engagement Letter, and the provision of services or other matters relating to or arising from the Engagement Letter. Notwithstanding the terms of the Indemnification Provisions, the Debtors and FTI have agreed, subject to the Court’s approval of this motion, that in no event shall an Indemnified Party be indemnified or receive contribution or other payment under the Indemnification Provisions if the Debtors, their estates, or the statutory committee of unsecured creditors appointed in these chapter 11 cases assert a claim against an Indemnified Party and the Court determines by final order that such claim arose out of the gross negligence or willful misconduct on the part of that or any other Indemnified Party.

The rights to indemnification shall survive the termination of these chapter 11 cases or any cases into which they may be converted.

22. Accepting the Indemnification Provisions was a condition to FTI's engagement, the terms and provisions of which were, along with all other terms of the Engagement Letter, negotiated by the Debtors and FTI at arm's-length and in good faith. FTI and the Debtors believe that the Indemnification Provisions are comparable to those indemnification provisions generally obtained by crisis management firms of similar stature to FTI and for comparable engagements, both in- and out-of-court. The Debtors respectfully submit that the Indemnification Provisions, viewed in conjunction with the other terms of FTI's proposed retention, are reasonable and in the best interests of the Debtors' estates and creditors, in light of the fact that the Debtors require FTI's services to successfully manage the Debtors' businesses during the pendency of the chapter 11 cases.

#### **Fees and Reporting**

23. If the Court approves the relief requested herein, FTI will be retained to provide the Debtors with the Engagement Personnel and Mr. Boyko will be designated as the CRO pursuant to section 363 of the Bankruptcy Code. Because FTI is not being employed as a professional under section 327 of the Bankruptcy Code, FTI will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, FTI will file with the Court, and provide notice to the U.S. Trustee, the ad hoc group of Secured Noteholders and all official committees (together with the U.S. Trustee, the "Notice Parties"), reports of compensation earned and expenses incurred on at least a quarterly basis. Such compensation and expenses shall be subject to Court review in the event that an objection is filed. In addition, FTI will file with the Court and provide the Notice Parties a report on staffing (the "Staffing Report") by the 20th of each month for the previous month, which report would include the names and

tasks filled by all Engagement Personnel involved in this matter. The Staffing Report (and FTI's staffing for this matter) would be subject to review by the Court in the event so requested by any of the Notice Parties.

24. As set forth in the Engagement Letter, FTI received \$100,000 as a retainer from the Debtors (the "Prior Retainer"). Thereafter, the retainer has been replenished on a monthly basis. In the 90 days prior to the Petition Date, FTI received additional retainers and payments totaling approximately \$923,961 in the aggregate for services performed for the Debtors (together with the Prior Retainer, the "Retainers"). FTI has applied the Retainers to amounts due for services rendered and expenses incurred prior to the Petition Date; however, the Retainers have not been fully exhausted.

25. The unapplied Retainers, which are estimated to total approximately \$131,294, will not be segregated by FTI in a separate account, and will be held until the end of these chapter 11 cases and applied to FTI's finally approved fees in these proceedings, unless the Debtors agree to an alternative arrangement. Certain expenses and fees may have been incurred by FTI prior to the Petition Date, but not yet applied to the Retainers. Such amounts, if any, are estimated to be less than the aggregate balance of the Retainers as of the Petition Date. Moreover, the Debtors are not aware of any asserted or threatened disputes against FTI or the Engagement Personnel on account of their services provided before the Petition Date.

26. Given the numerous issues which the Engagement Personnel may be required to address in the performance of their services, FTI's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services in an in-court and out-of-court context, the Debtors submit that the fee arrangements set forth in this motion and in the Engagement Letter are reasonable.

**Basis For Relief**

27. The Debtors seek approval of the employment of FTI as described herein pursuant to section 363 of the Bankruptcy Code, *nunc pro tunc* to the Petition Date. Section 363(b)(1) of the Bankruptcy Code provides in relevant part that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, pursuant to section 105(a) of the Bankruptcy Code, the “court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

28. Under applicable case law, in this and other circuits, if a debtor’s proposed use of its assets pursuant to section 363(b) of the Bankruptcy Code represents a reasonable business judgment on the part of the debtor, such use should be approved. *See, e.g., In re Patriot Coal Corp.*, 492 B.R. 518, 530–31 (Bankr. E.D. Mo. 2013) (“Any transfer made outside the ordinary course of business [ . . . ] must be justified by the facts and circumstances of the case, which ordinarily means that the business judgment standard of Section 363(b) applies.”); *In re N. Port Assocs., Inc.*, 182 B.R. 810, 813 (Bankr. E.D. Mo. 1995) (“Section 363(b)(1) simply requires notice and a hearing before the trustee may use, sell or lease property of the estate other than in the ordinary course of business.”); *In re Channel One Commc’ns, Inc.*, 117 B.R. 493, 496 (Bankr. E.D. Mo. 1990) (finding a debtor may sell substantially all its assets under section 363(b)(1) of the Bankruptcy Code so long as the court can expressly find a good business reason to grant the motion) (quoting *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983)); *see also Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a

decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct").

29. The retention of FTI and its professionals is a sound exercise of the Debtors' business judgment. Mr. Boyko has extensive experience as a senior officer and as an advisor for many troubled companies, and the Debtors believe that the Engagement Personnel will provide services that benefit the Debtors' estates and creditors. In addition, FTI has extensive experience in providing restructuring consulting services in reorganization proceedings and has an excellent reputation for the services it has rendered in chapter 11 cases on behalf of debtors and creditors throughout the United States. Furthermore, Mr. Boyko and the Engagement Personnel, working in conjunction with the Debtors' senior management, have already proven to be of invaluable assistance in the Debtors' efforts in developing near-term projections, assisting in short-term cash management activities, evaluating strategic alternatives, and coordinating the Debtors' efforts to prepare for and operate in chapter 11.

30. In view of the foregoing, the Debtors believe that the retention of FTI and the employment of Mr. Boyko and the Engagement Personnel is a sound exercise of the Debtors' business judgment and is in the best interests of all parties in interest in these chapter 11 cases. The Debtors additionally believe that the Engagement Personnel are well qualified and able to represent the Debtors in a cost effective, efficient, and timely manner. FTI has indicated a willingness to cause the Engagement Personnel to act on behalf of the Debtors and to subject itself to the jurisdiction and supervision of the Court. For the reasons set forth above, the Debtors respectfully request that the Court authorize the Debtors to retain FTI to provide the Debtors with an CRO and the Engagement Personnel, and to designate Mr. Boyko as the CRO *nunc pro tunc* to the Petition Date, all pursuant to section 363 of the Bankruptcy Code.

31. The retention of corporate officers and other temporary employees is proper under section 363 of the Bankruptcy Code. Numerous courts have approved relief similar to the relief requested in this motion. *See, e.g., In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 26, 2017) (authorizing debtors to retain advisory firm and designating a chief restructuring officer *nunc pro tunc* to petition date); *In re 21st Century Oncology Holdings, Inc.*, No. 17-22770 (RDD) (Bankr. S.D.N.Y. July 19, 2017) (authorizing debtors to retain advisory firm and designate a chief executive officer and chief financial officer *nunc pro tunc* to petition date); *In re Payless Holdings LLC*, No. 17-42267 (KAS) (Bankr. E.D. Mo. May 16, 2017) (authorizing debtors to retain advisory firm and designating a chief restructuring officer *nunc pro tunc* to petition date); *In re Goodman Networks Inc.*, No. 17-31575 (MI) (Bankr. S.D. Tex. Apr. 20, 2017) (authorizing debtors to retain FTI and designate a chief restructuring officer *nunc pro tunc* to petition date); *In re BCBG Max Azria Glob. Holdings, LLC*, No. 17-10466 (SCC) (Bankr. S.D.N.Y. Mar. 29, 2017) (authorizing debtors to retain advisory firm and designate a chief restructuring officer and chief financial officer *nunc pro tunc* to petition date).<sup>6</sup>

32. Based upon the foregoing, the Debtors submit that the retention of FTI, and the designation of Mr. Boyko as CRO on the terms set forth herein and in the Engagement Letter, is essential, appropriate, and in the best interest of the Debtors' estates, creditors, and other parties in interest and should be granted in these chapter 11 cases.

### **Notice**

33. The Debtors will provide notice of this motion to: (a) the Office of the United States Trustee for the Eastern District of Missouri; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the indenture trustee under

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<sup>6</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

the Debtors' 11.75% senior secured notes due 2019; (d) counsel to the ad hoc group of holders of the Debtors' 11.75% senior secured notes due 2019; (e) counsel to Knight Hawk Holdings, LLC; (f) the United States Attorney's Office for the Eastern District of Missouri; (g) the Internal Revenue Service; (h) the Environmental Protection Agency; (i) the office of the attorneys general for the states in which the Debtors operate; (j) the Securities and Exchange Commission; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

34. No prior request for the relief sought in this motion has been made to this or any other court.

*[Remainder of page intentionally left blank]*



WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

St. Louis, Missouri

Dated: November 1, 2017

/s/ Richard W. Engel, Jr.

Richard W. Engel, Jr. (MO 34641)

Erin M. Edelman (MO 67374)

John G. Willard (MO 67049)

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- and -

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William A. Guerrieri (*pro hac vice* admission pending)

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*Proposed Counsel to the Debtors*

**EXHIBIT A**

**Engagement Letter**

Armstrong Energy, Inc.  
August 14, 2017

CONFIDENTIAL

August 14, 2017

Martin D. Wilson  
President and Chief Executive Officer  
Armstrong Energy Inc.  
7733 Forsyth Boulevard  
Suite 1625  
St. Louis, MO 63105

**Re: Armstrong Energy Inc.**

Dear Mr. Wilson:

The purpose of this letter is to confirm the understanding and agreement (the “Agreement”) between Armstrong Energy Inc. (the “Client” or “Armstrong”) and FTI Consulting, Inc. (“FTI”) concerning the Client’s engagement of FTI to provide certain temporary employees to the Client to act as both Chief Restructuring Officer and as Hourly Temporary Staff in providing services consistent with those roles (the “Engagement”). This Agreement is effective on August 14, 2017 (the “Effective Date”). The FTI Standard Terms and Conditions attached hereto as Exhibit “A” are also incorporated herein and forms part of this Agreement.

**1. Temporary Officers, Hourly Temporary Employees and Services**

FTI will provide Alan Boyko to serve as the Client’s Chief Restructuring Officer (the “CRO” or the “Temporary Officer”) reporting to the Chief Executive Officer of the client (“Client Designee”), in connection with the Engagement. The duties of the Temporary Officer, as well as any additional Hourly Temporary Staff (as defined below), shall be consistent with the Services (defined below). Without limiting the foregoing, the Temporary Officer, as well as any Hourly Temporary Staff, shall work with other senior management of the Client, and other professionals, to provide the Services.

In addition to providing the Temporary Officer, FTI may also provide the Client with additional staff (the “Hourly Temporary Staff” and, together with the Temporary Officer, the “FTI Professionals”), subject to the terms and conditions of this Agreement. The Hourly Temporary Staff may be assisted by or replaced by other FTI professionals reasonably satisfactory to the Board and/or Committee, as required, who shall also become Hourly Temporary Staff for purposes hereof. The initial schedule of Hourly Temporary Staff is set out on Exhibit “B”. FTI will keep the Client Designee reasonably informed as to FTI’s staffing and will not add Hourly Temporary Staff to the assignment without first consulting with the Client.

The services we will provide in connection with the Engagement will encompass only those services that are requested by the Client and that are specified below and which are normally and reasonably associated with this type of engagement and that we are able to provide and that are consistent with our ethical obligations (the “Services”). With respect to all matters of our Engagement, we will coordinate closely with the Client as to the nature of the Services that we will render and the scope of our engagement. The Services shall include assisting the Client and its management with some or all of the following:

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CRO Related:

- Reviewing the Company's operating plan and budgets, providing feedback as appropriate;
- Working with management and the Company's other professionals on key stakeholder restructuring and related negotiations, including litigation (if any);
- Advising the Company on operating plan, liquidity management, and restructuring alternatives;
- Working closely with management and Company counsel to prepare for and execute on a voluntary Chapter 11 process, if necessary; and
- Assisting the Company with the preparation and confirmation of a value optimizing chapter 11 plan, and/or a sale of certain or substantially all of Armstrong's assets pursuant to section 363 of the Bankruptcy Code.

Chapter 11 & Post-Petition Analytical and Reporting Support:

- Providing the Company with additional financial modeling resources to provide restructuring related financial analyses and support financial modeling efforts, and modifying existing forecast tools for court reporting purposes;
- Developing communications plans for all key stakeholders;
- Preparing schedules, reports, etc., as required by any chapter 11 filing;
- Analyzing executory contracts;
- Assisting Armstrong with any litigation;
- Analyzing and administering any Chapter 11 claims process;
- Preparing Monthly Operating Reports, Statement(s) of Financial Affairs, Schedules of Assets and Liabilities, and other similar documents and reports; and,
- Providing the analytical support (including any valuation analyses or testimony) required for any restructuring, whether implemented through a chapter 11 plan or a section 363 sale.

The Services, as outlined, are subject to finalization and/or change as mutually agreed by us.

As usual, our Engagement is to represent the Company and not its individual directors, officers, employees or shareholders. However, we anticipate that in the course of that Engagement, we may provide information or advice to directors, officers or employees in their corporate capacities.

If cases under the Bankruptcy Code are commenced and our retention is approved, our role will include serving as principal bankruptcy crisis and turnaround manager and CRO to the debtors and debtors in possession in those cases under a general retainer (not to exceed \$100,000), subject to court approval. Our role also will encompass all out-of-court planning and negotiations attendant to these tasks.

The engagement of FTI to perform the Services post any bankruptcy filing(s) shall be subject to the approval of the Bankruptcy Court and shall be substantially as provided in this Agreement as modified by the retention order approved by the Bankruptcy Court. Client agrees, at Client's expense, to file an application (the "Application") to employ FTI as crisis and turnaround manager *nunc pro tunc* to the Effective Date pursuant to § 363 of the Bankruptcy Code. The Client agrees to file all required applications, including the Application, for the employment or retention of FTI at the earliest practical time.

The Services do not include (i) audit, legal, tax, environmental, accounting, actuarial, employee benefits, insurance advice or similar specialist and other professional services which are typically outsourced and which shall be obtained directly where required by the Client at Client's expense; or (ii) investment banking, including securities analysis, advising any party or representation of the Client on the purchase, sale or exchange of securities or representation of the Client in securities transactions. FTI is not a registered broker-dealer in any jurisdiction and will not offer advice or its opinion or any testimony on

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valuation or exchanges of securities or on any matter for which FTI is not appropriately licensed or accredited. An affiliate of FTI is a broker-dealer but is not being engaged by the Client to provide any investment banking or broker-dealer services.

The Client agrees to supply office space, and office and support services to FTI as reasonably requested by FTI in connection with the performance of its duties hereunder.

For the avoidance of doubt, no term in this Agreement or any other agreement, contract, or arrangement between the Client and FTI, including but not limited to any terms regarding confidentiality, restricts the CRO and any Hourly Temporary Staff or other personnel at FTI who have been, are, may become, or will be, involved in this matter, from meeting with or speaking to the Supporting Holders and their Advisors (as such terms are defined in that certain Forbearance Agreement, dated as of July 16, 2017) .

## **2. Compensation to FTI**

For services rendered in connection with this engagement, including the CRO services of Alan Boyko, all professionals will be billed at their current hourly rate (to the nearest tenth of an hour) as defined below. All fees are considered earned upon payment, and due upon presentment. FTI will submit monthly invoices documenting its reasonable fees and expenses to the Client; *provided* that FTI's fees and expenses for services rendered through September 15, 2017 shall not exceed \$250,000.

### **United States**

	<u>Per Hour (USD)</u>
Senior Managing Directors	\$840-1,050
Directors / Senior Directors / Managing Directors	630- 835
Consultants/Senior Consultants	335- 605
Administrative / Paraprofessionals	135- 265

In addition to the fees outlined above, FTI will bill for reasonable allocated and direct expenses which are likely to be incurred on your behalf during this Engagement. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to the engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter, FTI will be compensated by you at its regular hourly rates and reimbursed for reasonable allocated and direct expenses (including counsel fees) with respect thereto.

We will send the Company monthly invoices for services rendered and charges and disbursements incurred on the basis discussed above, and in certain circumstances, an invoice may be for estimated fees, charges and disbursements through a date certain. Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of our Services. Upon transmittal of the invoice, we may immediately draw upon the Initial Cash on Account (as replenished from time to time) up to the lesser of (a) the amount of the invoice and (b) the Initial Cash on Account. The Company agrees upon submission of each such invoice to promptly wire the invoice amount to us as replenishment of the Initial Cash on Account (together with any supplemental amount to which we and the Company mutually agree), without prejudice to the Company's right to advise us of any differences it may have with respect to such invoice. We have the right to apply to any outstanding invoice (including amounts billed prior to the date hereof), up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) the Company's opportunity to review our statements.

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The Company agrees to promptly notify FTI if the Company or any of its subsidiaries or affiliates extends (or solicits the possible interest in receiving) an offer of employment to a principal or employee of FTI involved in this Engagement and agrees that FTI has earned and is entitled to a cash fee, upon hiring, equal to 150% of the aggregate first year's annualized compensation, including any guaranteed or target bonus and equity award, to be paid to FTI's former principal or employee that the Company or any of its subsidiaries or affiliates hires at any time up to one year subsequent to the date of the final invoice rendered by FTI with respect to this Engagement.

**Cash on Account:**

Initially, the Company will forward to us the amount of \$100,000 which funds will be held "on account" to be applied to our professional fees, charges and disbursements for the Engagement (the "Initial Cash on Account"). To the extent that this amount exceeds our fees, charges and disbursements upon the completion of the Engagement, we will refund any unused portion. The Company agrees to increase or supplement the Initial Cash on Account from time to time during the course of the Engagement in such amounts as the Company and we mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Engagement fees, charges, and disbursements to be incurred.

In a case under the Bankruptcy Code, fees and expenses may not be paid without the express prior approval of the bankruptcy court. In most cases of this size and complexity, on request of a party in interest, the bankruptcy court permits the payment of interim fees during the case. The Company agrees that, if asked to do so by us, the Company will request the bankruptcy court to establish a procedure for the payment of interim fees during the case that would permit payment of interim fees. If the bankruptcy court approves such a procedure, we will submit invoices on account against our final fee. These interim invoices will be based on such percentage as the bankruptcy court allows of our internal time charges and costs and expenses for the work performed during the relevant period and will constitute a request for an interim payment against the reasonable fee to be determined at the conclusion of our representation.

In preparation for the filing of any cases under the Bankruptcy Code, we also may require an additional on account payment to supplement the Initial Cash on Account to cover fees, charges and disbursements to be incurred during the initial phase of the chapter 11 cases (the "Additional Cash on Account"). We will hold the Additional Cash on Account, as we have the Initial Cash on Account. Of course, the reasonableness of the Additional Cash on Account remains subject to review by the court in any ensuing case.

If any of the Company's entities become a debtor in one or more cases under the Bankruptcy Code, some fees, charges, and disbursements (whether or not billed) incurred before the filing of bankruptcy petitions (voluntary or involuntary) might remain unpaid as of the date of the filing. The unused portion, if any, of the Initial Cash on Account and the Additional Cash on Account will be applied to any such unpaid pre-petition fees, charges and disbursements. Any requisite court permission will be obtained in advance. We will then hold any portion of the Initial Cash on Account and the Additional Cash on Account not otherwise properly applied for the payment of any such unpaid pre-filing fees, charges and disbursements (whether or not billed) as on account cash to be applied to our final invoice in any case under the Bankruptcy Code.

Post-petition fees, charges and disbursements will be due and payable immediately upon entry of an order containing such court approval or at such time thereafter as instructed by the court. The Company understands that while the arrangement in this paragraph may be altered in whole or in part by the bankruptcy court, the Company shall nevertheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1).

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The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan cannot be confirmed unless these priority claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment). It is agreed and understood that the unused portion, if any, of the Initial Cash on Account (as may be supplemented from time to time) and the Additional Cash on Account shall be held by us and applied against the final fee application filed and approved by the court.

Additional Provisions Regarding Fees:

- a) FTI may stop work or terminate the Agreement immediately upon the giving of written notice to the Client (i) if payments are not made in accordance with this Agreement, (ii) if the Application is not approved by the Bankruptcy Court, (iii) if the Chapter 11 case is dismissed or converted to a Chapter 7 proceeding, or (iv) if a Chapter 11 Trustee or other responsible person is appointed.
- b) If, and only if, local Bankruptcy rules or the order approving the Application so require, FTI shall file with and serve on creditors entitled to notice thereof, a statement of staffing, professional services, compensation or expenses, on a quarterly basis, or as the Bankruptcy Court or rules may direct, and creditors and other parties in interest shall have an opportunity to object thereto and request a hearing thereon. In the event that FTI is employed post-petition as a “professional person” pursuant to § 327 of the Bankruptcy Code, Bankruptcy Court approval will generally be required to pay FTI’s fees and expenses for Post-petition Services.
- c) Client agrees that FTI is not an employee of the Client and the FTI employees and independent FTI contractors who perform the Services are not employees of the Client, and they shall not receive a W-2 from the Client for any fees earned under this engagement, and such fees are not subject to any form of withholding by the Client. The Client shall provide FTI a standard form 1099 on request for fees earned under this Engagement.
- d) Copies of Invoices shall be sent by facsimile or email as follows:

To the Client at:  
Armstrong Energy Inc.  
7733 Forsyth Boulevard  
Suite 1625  
St. Louis, MO 63105

Attention: Martin D. Wilson

**3. Availability of Information**

In connection with FTI’s activities on the Client’s behalf, the Client agrees (i) to furnish FTI with all information and data concerning the business and operations of the Client which FTI reasonably requests, and (ii) to provide FTI with reasonable access to the Client’s officers, directors, partners, employees, retained consultants, independent accountants, and legal counsel. FTI shall not be responsible for the truth or accuracy of materials and information received by FTI under this agreement.

**4. Notices**

Notices under this Agreement to the Client shall be provided as set forth in paragraph 2(d).

Notices to FTI shall be to:

Armstrong Energy, Inc.  
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FTI Consulting Inc.  
Attn: Alan Boyko  
Phone: 303-689-8892  
Fax: 303-689-8802  
Email: alan.boyko@fticonsulting.com

Notices shall be provided by (a) fax and email, (b) hand delivery, or (c) overnight delivery. If provided by fax and email or hand delivery, they shall be deemed effective the date given. If provided by overnight delivery, they shall be deemed effective on the date of actual receipt.

## **5. Miscellaneous**

This Agreement: represents the entire understanding of the parties hereto and supersedes any and all other prior agreements among the parties regarding the subject matter hereof; shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns; may be executed by facsimile (followed by originals sent via regular mail), and in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; and may not be waived, modified or amended unless in writing and signed by a representative of the Client and FTI. The provisions of this Agreement shall be severable. No failure to delay in exercising any right, power or privilege related hereto, or any single or partial exercise thereof, shall operate as a waiver thereof.

Based on our understanding of the parties involved in this matter, we have compiled a list of interested parties (the "Potentially Interested Parties") and have undertaken a limited review of our records to determine FTI's professional relationships with the Company and such Potentially Interested Parties. From the results of such review, we are not aware of any conflicts of interest or relationships that we believe would preclude us from performing the Services.

As you know, however, we are a large consulting firm with numerous offices throughout the world. We are regularly engaged by new clients, which may include one or more of the Potentially Interested Parties. The FTI professionals providing services hereunder will not accept an engagement that directly conflicts with this Engagement without your prior written consent.



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If this letter correctly sets forth our understanding, please so acknowledge by signing below and returning a signed copy of this letter to us.


Very truly yours,

FTI CONSULTING, INC.

By:   
Name: Alan Boyko  
Title: Senior Managing Director

ACCEPTED AND AGREED this 14<sup>th</sup> day of August, 2017.

On behalf of Armstrong Energy Inc.

By:   
Name: Martin D. Wilson  
Title: President and Chief Executive Officer

Date: 8/14/17

## EXHIBIT A

### FTI CONSULTING, INC.

#### STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement with Armstrong Energy Inc. dated as of August 14, 2017 (the “Engagement Letter”). The Engagement Letter and these Standard Terms and Conditions annexed thereto (collectively, the “Engagement Contract”) form the entire agreement between us relating to the Services and replace and supersede any previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract.

#### 1. Reports and Advice

- 1.1 **Use and purpose of advice and reports**— Any advice given or report issued by us is provided solely for your use and benefit and only in connection with the purpose in respect of which the Services are provided. Unless required by law, you shall not provide any advice given or report issued by us to any third party, or refer to us or the Services, without our prior written consent, which shall be conditioned on the execution of a third party release letter in the form provided by FTI; provided that you may share any advice or reports issued by us to a party bound by an obligation of confidentiality to you. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

#### 2. Information and Assistance

- 2.1 **Provision of information and assistance** – Our performance of the Services is dependent upon you and the Company providing us with such information and assistance as we may reasonably require from time to time.
- 2.2 **Punctual and accurate information** – You and Company personnel shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose for which it is required. You and the Company shall also notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.
- 2.3 **No assurance on financial data** – While our work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Company management will be responsible for any and all financial information they provide to us during the course of this Engagement, and we will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause our advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on financial statements of the Company.
- 2.4 **Prospective financial information** - In the event the Services involve prospective financial information, our work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of results or events projected or anticipated by the management of the Company.

**3. Additional Services**

- 3.1 **Responsibility for other parties**— You and the Company shall be solely responsible for the work and fees of any other party engaged by you or the Company to provide services in connection with the Engagement regardless of whether such party was introduced to you by us. Except as provided in this Engagement Contract (including section 2 of the Engagement Letter with respect to the retention of certain agents and independent contractors), we shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, we acknowledge that we are not authorized under our Engagement Contract to engage any third party to provide services or advice to you or the Company, other than our agents or independent contractors engaged to provide Services, without your or the Company's written authorization.

**4. Confidentiality**

- 4.1 **Restrictions on confidential information**— All parties to this Engagement Contract agree that any confidential information received from the other parties shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, no party will disclose the other contracting party's confidential information to any third party without such party's consent. Confidential information shall not include information that:
- 4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;
  - 4.1.2 is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information;
  - 4.1.3 is or has been independently developed by the recipient (without the use of confidential information); or
  - 4.1.4 has been delivered any third parties who are bound by a confidentiality agreement executed between those third parties and the Company.
- 4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, all parties will be entitled to disclose confidential information to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other parties.
- 4.3 **Citation of engagement** – Without prejudice to Clause 4.1 and Clause 4.2 above, to the extent our engagement is or becomes known to the public, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, unless we and you specifically agree otherwise in writing.
- 4.4 **Internal quality reviews** – Notwithstanding the above, we may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews; *provided*, that we shall cause such persons to keep such information confidential in accordance with the terms of this Engagement Contract.
- 4.5 **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies; *provided*, that we shall keep such materials confidential in accordance with the terms of this Engagement Contract.

**5. Termination**

- 5.1 **Termination of Engagement with notice**— Termination of Engagement with notice –This Agreement is terminable by the Client or by FTI at any time upon the giving of thirty (30) days written notice. Upon such

termination by the Client (the "Termination Date"), FTI shall cease work and the Client shall have no further obligation for fees and expenses of FTI arising or incurred after the Termination Date, provided, however, that, notwithstanding any termination by the Client or by FTI in the circumstances described in paragraph (a) under "Additional Provisions Regarding Fees" in the Engagement Letter.

The Client shall reimburse FTI for its out-of-pocket expenses (the "Termination Expenses") incurred in connection with commitments made by FTI prior to the Termination Date with respect to advance travel arrangements reasonably incurred, to the extent FTI is unable to obtain refunds of such expenses. FTI shall provide the Client with reasonable documentation to substantiate all Termination Expenses for which payment is requested; and

- 5.2 **Continuation of terms**— The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clause 4 of the Engagement letter, and Clauses 1.1, 4, 6 and 7 of the Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

## **6. Indemnification, Insurance and Liability Limitation**

- 6.1 **Indemnification** – The Company agrees to indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively "Indemnified Persons") from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys' fees and expenses and costs of investigation) arising out of or relating to your retention of FTI, the execution and delivery of this Engagement Contract, the provision of Services or other matters relating to or arising from this Engagement Contract, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an "Adverse Determination"). In the event of an Adverse Determination, the Indemnified Parties shall indemnify and hold harmless Company for any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys's fees and expenses and costs of investigation) incurred by or against Company arising from such Adverse Determination or the facts and circumstances arising therefrom. The Company shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.

Subject to any limitation post-petition required by the Bankruptcy Court, the Client agrees to indemnify and hold harmless FTI and its shareholders, directors, officers, managers, employees, contractors, agents and controlling persons (each, an "Indemnified Party") from and against any losses, claims, damages or expenses, or if same was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation, in each case by reason of (or arising in part out of) any event or occurrence related to this agreement or any predecessor agreement for services or the fact that any Indemnified Party is or was an agent, officer director, employee or fiduciary of the Client, or by reason of any action or inaction on the part of any Indemnified Party while serving in such capacity (an "Indemnifiable Event") against expenses (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any Indemnifiable Event. The Application shall include the assumption by the Client of FTI's right to indemnification in respect of its actions under this Agreement prior to the Petition Date. The Indemnified Party shall promptly forward to the Client all written notifications and other matter communications regarding any claim that could trigger the Client's indemnification obligations under this Section 6. If the Client so elects or is requested by an Indemnified Party, the Client will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel. In the event, however, such Indemnified Party is advised by counsel that

having common counsel would present such counsel with a conflict of interest or if the defendants in, or targets of, any such action or proceeding include both an Indemnified Party and the Client, and such Indemnified Party is advised by counsel that there may be legal defenses available to it or other Indemnified Parties that are different from or in addition to those available to the Client, or if the Client fails to assume the defense of the action or proceeding or to employ counsel reasonably satisfactory to such Indemnified Party, in either case in a timely manner, then such Indemnified Party may employ separate counsel to represent or defend it in any such action or proceeding and the Client will pay the reasonable fees and disbursements of such counsel; provided, however, that the Client will not be required to pay the fees and disbursements of more than one separate counsel (in addition to local counsel) for an Indemnified Party in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which the Client assumes, the Indemnified Party will have the right to participate in such litigation and to retain its own counsel at such Indemnified Party's own expense. The Client further agrees that the Client will not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party or any other Indemnified Party is an actual or potential party to such claim, action, suit or proceeding) unless (i) to the extent that such settlement, compromise or consent purports directly or indirectly to cover the Indemnified Party or any other Indemnified Party, such settlement, compromise or consent includes an unconditional release of the Indemnified Party and each other Indemnified Party from all liability arising out of such claim, action, suit or proceeding, or (ii) to the extent that such settlement, compromise or consent does not purport directly or indirectly to cover the Indemnified Party or any other Indemnified Party, the Client has given the Indemnified Party reasonable prior written notice thereof and used all reasonable efforts, after consultation with the Indemnified Party, to obtain an unconditional release of the other Indemnified Parties hereunder from all liability arising from all liability arising out of such claim, action, suit or proceeding. The Indemnified Party shall not enter into any closing agreement or final settlement that could trigger the Client's indemnification obligations under this Section 6 without the written consent of the Client, which shall not unreasonably be withheld or delayed or conditioned. The Client will not be liable for any settlement of any action, claim, suit or proceeding affected without the Client's prior written consent, which consent shall not be unreasonably withheld or delayed or conditioned, but if settled with the consent of the Client or if there be a final judgment for the plaintiff, the Client agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement or judgment, as the case may be.

- 6.2 **Insurance** –In addition to the above indemnification and provision regarding advancement of fees/expenses, FTI employees serving as directors or officers of the Company or its affiliates will receive the benefit of the most favorable indemnification and advancement provisions provided by the Company to its directors, officers and any equivalently placed employees, whether under the Company's charter or by-laws, by contract or otherwise. The Company shall specifically include and cover employees and agents serving as directors and officers of the Company or affiliates from time to time with direct coverage under the Company's policy for liability insurance covering its directors, officers and any equivalently placed employees. Prior to FTI accepting any director or officer position, the Company shall, at the request of FTI, provide FTI a copy of its current D&O policy, a certificate of insurance evidencing the policy is in full force and effect, and a copy of the signed board resolutions and any other document that FTI may reasonably request evidencing the appointment and coverage of the indemnitees. The Company shall maintain such D&O insurance for the period through which claims can be made against such persons. In the event the Company is unable to include FTI employees and agents under the Company's policy or does not have first dollar coverage acceptable to FTI in effect for at least \$10 million, FTI may, subject to the prior written consent of the Company, attempt to purchase a separate D&O insurance policy that will cover the FTI employees and agents only. The cost of the policy shall be invoiced to the Company as an out-of-pocket expense. Notwithstanding anything to the contrary, the Company's indemnification obligations in this Section 6 shall be primary to (and without allocation against) any similar indemnification and advancement obligations of FTI, its affiliates and insurers to the indemnitees (which shall be secondary), and the Company's D&O insurance coverage for the indemnitees shall be specifically primary to (and without allocation against) any other valid and collectible insurance coverage that may apply to the indemnitees (whether provided by FTI or otherwise).

This indemnity shall not apply to any portion of any such losses, claims, damages, liabilities and expenses to the extent it is found in a final judgment by a court of competent jurisdiction to have resulted primarily from the bad faith, gross negligence, willful misconduct or violation of law of any such Indemnified Party. The Client agrees to use commercially reasonable best efforts to (i) include Alan Boyko and any other FTI personnel who assume officer or director positions with the Client or who perform Services hereunder, FTI and its agents, employees, officers, subcontractors, directors, joint venture partners and members, as insureds under the Client's directors and officers insurance; and (ii) unless it is unable to do so at a commercially reasonable cost, purchase a three-year directors and officers insurance "tail" or runoff policy (or such a policy for such shorter period as Client has the right to or is otherwise able to purchase) covering the period of FTI's service. In connection with this engagement Client represents to FTI that Client hereby represents that (i) it has timely remitted and will continue to timely remit to the appropriate beneficiaries all employee source deductions, payroll and other taxes, benefits deductions, and contribution to employee benefit programs, and has timely collected and remitted sales and use and other similar taxes to appropriate collecting authorities and will continue timely to do so; (ii) there is no litigation or other proceeding pending, or to knowledge of Client, threatened (nor is Client aware of facts that could give rise to such), in each case that seeks or could give rise to personal liability of officers and directors of Client; and (iii) Client has been in continuing compliance with all applicable laws and regulations concerning the discharge, treatment, storage, transportation or use of hazardous materials and is aware of no facts or circumstances that could give rise to Client responsibility or liability under such laws and regulations.

**6.3 Limitation of liability –**

You and the Company agree that no Indemnified Person shall have any liability as a result of your retention of FTI, the execution and delivery of this Engagement Contract, the provision of Services or other matters relating to or arising from this Engagement Contract, other than liabilities that shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of an Indemnified Person or Persons. Without limiting the generality of the foregoing, in no event shall any Indemnified Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind.

- 7. Governing Law, Jurisdiction and WAIVER OF JURY TRIAL** — The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof. The Bankruptcy Court having jurisdiction over the Client's Bankruptcy case shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction. TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, YOU, THE COMPANY AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE NOT TO DEMAND A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR ANY SUCH OTHER MATTER.



**Confirmation of Standard Terms and Conditions**

Subject to the terms and conditions of the Engagement Letter, we agree that FTI Consulting, Inc. is engaged upon the terms set forth in these Standard Terms and Conditions as outlined above.

**On behalf of Armstrong Energy Inc.**

By: Mart D. Wilson  
Name: Martin D. Wilson  
Title: President and Chief Executive Officer

Date: 8/14/17

**EXHIBIT B**

**INITIAL SCHEDULE OF HOURLY TEMPORARY STAFF**

<b>Staff</b>	<b>Level</b>	<b>Hourly Rate</b>
Brian Martin	Director	\$665
Christopher Marshall	Senior Consultant	\$455



**EXHIBIT B**

**Declaration of Alan Boyko**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: )  
ARMSTRONG ENERGY, INC., *et al.*,<sup>1</sup> ) Case No. 17-47541-659  
 ) CHAPTER 11  
 ) (Joint Administration Requested)  
Debtors. )  
 )  
 )

DECLARATION OF ALAN BOYKO IN  
SUPPORT OF THE DEBTORS' MOTION  
FOR ENTRY OF AN ORDER (I) AUTHORIZING  
THE DEBTORS TO (A) RETAIN FTI CONSULTING, INC.  
TO PROVIDE THE DEBTORS A CHIEF RESTRUCTURING  
OFFICER AND CERTAIN ADDITIONAL PERSONNEL AND (B) DESIGNATE  
ALAN BOYKO AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS,  
*NUNC PRO TUNC* TO THE PETITION DATE, AND (II) GRANTING RELATED RELIEF

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I, Alan Boyko, make this Declaration pursuant to 28 U.S.C. § 1746, and state:

1. I am a Senior Managing Director of FTI Consulting, Inc. ("FTI"), an internationally recognized consulting firm that has a wealth of experience in providing financial advisory services both in and out-of-court, and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

2. I submit this declaration on behalf of FTI (the "Declaration") in support of the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to (A) Retain FTI Consulting, Inc. to Provide the Debtors A Chief Restructuring Officer and Certain Additional Personnel and*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Armstrong Energy, Inc. (5664); Armstrong Air, LLC (2017); Armstrong Coal Company, Inc. (0349); Armstrong Coal Sales, LLC (4058); Armstrong Energy Holdings, Inc. (5664); Armstrong Logistics Services, LLC (0392); Thoroughfare Mining, LLC (7890); Western Diamond LLC (9356); Western Land Company, LLC (9821). The location of the Debtors' service address is: 7733 Forsyth Boulevard, Suite 1625, St. Louis, Missouri 63105.

(B) Designate Alan Boyko as Chief Restructuring Officer for the Debtors, Nunc Pro Tunc to the Petition Date, and (II) Granting Related Relief (the “Motion”),<sup>2</sup> by which the Debtors are seeking authority to retain FTI on the terms and conditions set forth in the Motion and the engagement letter between the Debtors and FTI (the “Engagement Letter”) annexed as **Exhibit A** to the Motion. Except as otherwise noted,<sup>3</sup> I have personal knowledge of the matters set forth herein. If called and sworn as a witness, I could, and would, testify competently to the matters set forth herein.

### **Retention of FTI**

3. In consideration of the size and complexity of their businesses, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced restructuring managers will substantially enhance their attempts to maximize the value of their estates. The Engagement Personnel are well qualified to act on the Debtors’ behalf given their extensive knowledge and expertise with respect to these chapter 11 cases.

4. The Engagement Personnel specialize in interim management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. FTI’s debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company’s financial position, including: (a) developing or validating forecasts and business plans and related assessments of a business’s strategic position; (b) monitoring and managing cash, cash flow, and vendor relationships; (c) assessing and recommending cost reduction strategies; and (d) designing and negotiating financial restructuring plans.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

<sup>3</sup> Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at FTI and are based on information provided by them.

5. FTI's professionals have assisted, advised and provided strategic advice to, debtors, creditors, bondholders, investors and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors' chapter 11 cases. FTI has provided restructuring or crisis management services in numerous large cases, including most recently *In re Goodman Networks Inc.*, No. 17-31575 (MI) (Bankr. S.D. Tex. Apr. 20, 2017); *In re CS Mining LLC*, No. 16-24818 (WTT) (Bankr. D. Utah Aug. 24, 2016); *In re Peabody Energy Corp.*, No. 16-42529 (BSS) (Bankr. E.D. Mo. May 18, 2016); *In re Arch Coal, Inc.*, No. 16-40120 (CER) (Bankr. E.D. Mo. Feb. 24, 2016); *In re In re Ryckman Creek Res., LLC*, No. 16-10292 (KJC) (Bankr. D. Del. Feb. 9, 2016); *In re Molycorp Inc.*, No. 15-11362 (CJS) (Bankr. D. Del. July 17, 2015); *In re Magnetation LLC*, No. 15-50307 (GFK) (Bankr. D. Minn. June 10, 2015); *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del. March 16, 2015); *In re Energy Future Holdings Corp.*, No. 14-10979 (CJS) (Bankr. D. Del. Jan. 12, 2015); *In re Dendreon Corp.*, No. 14-12515 (LSS) (Bankr. D. Del. Dec. 9, 2014); *In re Ablest Inc.*, No. 14-10717 (KJC) (Bankr. D. Del. April 21, 2014); *In re Synagro Techs., Inc.*, No. 13-11041 (BLS) (Bankr. D. Del. June 5, 2013); *In re The Scooter Store Holdings, Inc.*, No. 13-10904 (PJW) (Bankr. D. Del. June 7, 2013); *In re CHL, Ltd.*, No. 12-12437 (KJC) (Bankr. D. Del. Sept. 24, 2012); *In re Pemco World Air Servs., Inc.*, No. 12-10799 (MFW) (Bankr. D. Del. April 3, 2012); *In re Neb. Book Co.*, No. 11-12005 (PJW) (Bankr. D. Del. July 21, 2011); *In re AbitibiBowater Inc.*, No. 09-11296 (KJC) (Bankr. D. Del. July 7, 2010); *In re Trico Marine Servs., Inc.*, No. 10-12653 (BLS) (Bankr. D. Del. Oct. 6, 2010); *In re U.S. Concrete, Inc.*, No. 10-11407 (PJW) (Bankr. D. Del. May 21, 2010); *In re Plumbing Holdings Corp.*, No. 09-14413 (CSS) (Bankr. D. Del. Jan. 26, 2010).

6. The Debtors propose to designate me as their CRO, *nunc pro tunc* to the Petition Date. I am a Senior Managing Director with FTI based in Denver, Colorado. I have worked as a

turnaround consultant and financial advisor for over twelve years, including extensive experience in the energy, mining, manufacturing, telecom, technology, and retail industries. I have substantial knowledge and experience in senior management positions with, or as restructuring advisor to, distressed companies and in assisting distressed companies with stabilizing their financial condition, analyzing their operations, and developing an appropriate business plan to accomplish the necessary restructuring of their operations and finances. My employer has provided financial or restructuring advice to a number of companies or their creditors in the energy and mining sectors, including Peabody Energy Corporation and Arch Coal, Inc.—the two largest U.S. coal companies—American Gilsonite Company, CS Mining, LLC (FTI provided CRO), Consol Energy, Inc., Patriot Coal Corporation, Midway Gold Corporation (FTI provided CRO), Magnetation, Inc. (FTI provided CRO), Mineral Park, Inc. (FTI provided CRO), and Thompson Creek Metals Company, Inc. I have personally served as lead financial advisor or financial advisor to, among others, Arch Coal, Inc., American Gilsonite Company, and Consol Energy, Inc.

7. On August 14, 2017, FTI and the Company entered into the Engagement Letter attached as **Exhibit A** to the Motion. The Engagement Letter sets forth the services that the CRO and FTI personnel will provide for the Debtors. In addition, the Engagement Letter provides for compensation of FTI on an hourly basis all as more fully set forth in the Engagement Letter.

8. As a result of their history with the Debtors, FTI is intimately familiar with the Debtors' businesses, financial affairs, and capital structure. Throughout the course of FTI's engagement, I and the Engagement Personnel working with me have devoted substantial amounts of time and effort working with members of the Debtors' senior management and legal

advisors to, among other things, assist in the development of near-term projections and short-term cash management activities, review strategic alternatives, and coordinate the Debtors' efforts to prepare for and operate in chapter 11. For these reasons, FTI is both well qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these chapter 11 cases.

**Services to be Provided**

9. Subject to approval by the Court, the Debtors propose to retain FTI to provide the Debtors with a CRO and the additional FTI personnel as necessary on the terms and conditions set forth in the Engagement Letter, except as otherwise explicitly set forth herein or in any order granting the relief requested herein. The Engagement Personnel will provide assistance to the Debtors in completing their restructuring through these chapter 11 cases, including cash forecasting, liquidity management, assistance in addressing business issues that arise during the pendency of these chapter 11 cases, the development of information for the Debtors and parties in interest, bankruptcy administration, preparation of monthly operating reports and motions, and testimony as may be required and other assistance intended to support the Debtors and their other retained professionals. The Debtors will monitor the work of the Engagement Personnel and ensure that they do not provide duplicating services relative to other retained professionals.

10. Subject to further order of the Court, the Engagement Personnel may provide the services described in the Engagement Letter as FTI and the Debtors shall deem appropriate and feasible in order to manage and advise the Debtors in the course of these chapter 11 cases, including but not limited to, the following (collectively the "Restructuring Advisory Services"):

- (a) assisting with the preparation of the statement of affairs, schedules and other regular reports required by the United States Bankruptcy Court for the Eastern District of Missouri (the "Court") as well as providing assistance in such areas as testimony before the Court on matters that are within FTI's areas of expertise;

- (b) assisting with Monthly Operating Reports and other court and U.S. Trustee requested or required information;
- (c) assisting with the additional cataloging of executory contracts and unexpired leases and advising the Debtors regarding decisions on assumptions and rejections and cure amounts;
- (d) advising senior management in the negotiation and implementation of restructuring initiatives and evaluation of strategic alternatives;
- (e) assisting in communication and/or negotiation with outside constituents including stakeholders, vendors and suppliers and other lenders and their advisors;
- (f) managing the claims and claims reconciliation processes;
- (g) providing required cash budgeting and reporting under the agreements and the terms of the Cash Collateral motion;
- (h) providing assistance to management in connection with the Debtors' development of its rolling 13-week cash receipts and disbursements forecasting tool designed to provide on-time information related to the Debtors' liquidity;
- (i) assisting in obtaining and presenting information required by parties-in-interest in the Debtors' bankruptcy process including official committees appointed by the Court and the Court itself;
- (j) assisting the Debtors and outside counsel on the development of an approach to meet the Bankruptcy Rule 2015.3 requirements for reporting on the value, operations and profitability of those entities in which the Debtors' estate holds a substantial or controlling interest;
- (k) assisting the Debtors in other business and financial aspects of a Chapter 11 proceeding, including, but not limited to, development of a disclosure statement and chapter 11 plan;
- (l) assisting as requested in managing any litigation that may be brought against the Debtors in the Court;
- (m) providing assistance in such areas as testimony before the Court on matters that are within the scope of this engagement and within FTI's area of testimonial competencies; and
- (n) assisting with such other matters as may be requested that fall within FTI's expertise and that are mutually agreeable.

11. Such Restructuring Advisory Services are necessary to the Debtors' restructuring efforts and in the ongoing operation and management of the Debtors' businesses while subject to chapter 11 of the Bankruptcy Code. The Restructuring Advisory Services provided by FTI will complement, and not duplicate, the services to be rendered by any other professional retained in these chapter 11 cases. The Engagement Personnel have and will continue to work closely with the other professionals retained by the Debtors to minimize and avoid duplication of services. In addition, on August 3, 2017, the Board of Directors (the "Board") of Armstrong Energy, Inc. authorized the Debtors to retain me as CRO.

**FTI's Disinterestedness**

12. In connection with its proposed retention by the Debtors in these chapter 11 cases, FTI undertook a lengthy review to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, FTI obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases ("Potential Parties in Interest"). Such parties are listed on **Schedule 1** annexed hereto. A search was performed for connections to the Potential Parties in Interest within the past five years, and results were disclosed as to FTI Holdings, LLP ("FTI Holdings"), FTI's parent company, and each of FTI Holdings' U.S. and non-U.S. subsidiary affiliates.

13. FTI and its affiliates are advisors and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, FTI appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, FTI has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be



involved in these chapter 11 cases. In addition, FTI has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these chapter 11 cases in which it works with or in opposition to other professionals involved in these chapter 11 cases. Moreover, FTI might have referred work to other professionals who are retained in these chapter 11 cases. Likewise, certain such professionals who are retained in these chapter 11 cases might have referred work to FTI.

14. From time to time, FTI has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these chapter 11 cases. As described herein, however, FTI has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided services to any significant creditor, equity security holder, insider or other party-in-interest in such unrelated matters.

15. Based on that review, FTI represents that, to the best of its knowledge, FTI knows of no fact or situation that would represent a conflict of interest for FTI with regard to the Debtors. Unless otherwise noted, references to FTI in the disclosures below collectively refer to FTI Consulting, Inc. and each of its subsidiary affiliates.

16. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Debtor.

17. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of the FTI personnel (a) have any connection with the U.S. Trustee, or any employee in the Office of the U.S. Trustee; or (b) are related or connected to

any United States Bankruptcy Judge for the Eastern District of Missouri, except as otherwise set forth herein.

18. To the best of my knowledge, none of the members of the engagement team, or FTI is a direct holder of any of the Debtors' securities. It is possible that members of the engagement team or certain of FTI employees, senior managing directors, board members, equity holders, or an affiliate of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments, including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. FTI's policy prohibits its employees from personally trading in the Debtors' securities.

19. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, FTI has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases. FTI will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

20. Certain of FTI's employees, senior managing directors, board members, equity holders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a potential party in interest.

21. Despite the efforts described above to identify and disclose the connections that FTI and its affiliates have with parties in interest in these chapter 11 cases, because the Debtors

form a large enterprise with numerous creditors and other relationships, FTI is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

22. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor FTI has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code.

23. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, none of FTI, I, nor any FTI personnel holds or represents any interest adverse to the Debtors or their estates, and FTI is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that FTI and its professionals and employees who will work on the engagement:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) were not (except for in connection with this retention) a director, officer or employee of the Debtors within two years before the Petition Date; and
- (c) do not have an interest materially adverse to the interest of the Debtors’ estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

24. If FTI discovers additional information that requires disclosure, FTI will promptly file a supplemental disclosure with this Court disclosing, among other things, new material facts

and relationships between the Debtors, the Engagement Personnel, or other significant parties in interest. FTI reserves the right to supplement this Declaration in the event that FTI discovers any facts bearing on matters described in this Declaration regarding FTI's employment by the Debtors

### **Terms of Retention**

25. As set forth in the Engagement Letter, the Debtors have agreed to, among other things: (a) compensate and reimburse FTI for expenses incurred and services provided by the Engagement Personnel; and (b) indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the Debtors' corporate bylaws and provide such persons insurance coverage under the Debtors' direct and officer liability insurance policy.

### ***Professional Compensation and Expense Reimbursement***

26. In summary, the Engagement Letter provides for the following compensation:

- **Standard Hourly Rates:** Fees for services rendered by the Engagement Personnel based on the following hourly rates, which are subject to periodic revision as FTI adjusts its rates generally:

Senior Managing Directors	\$840 - \$1,050
Directors/Senior Directors/Managing Directors	\$630 - \$835
Consultants/Senior Consultants	\$335 - \$605
Administrative/Paraprofessionals	\$135 - \$265
- **Reimbursement of Expenses:** In addition to compensation for professional services rendered by Engagement Personnel, FTI will seek reimbursement for reasonable and customary expenses incurred in connection with these chapter 11 cases, including, but not limited to travel, lodging, computer research, and messenger and telephone charges. In addition, FTI shall be reimbursed for the reasonable fees and expenses incurred in connection with the preparation and approval of this Motion. All fees and expenses due to FTI will be billed on a monthly basis, or more frequently as agreed to between FTI and the Debtors, as further set forth in the Engagement Letter, but in all events subject to the order approving this Motion.

***Indemnification Provisions***

27. As a material part of the consideration for which FTI has agreed to provide the services described herein, and pursuant to the Engagement Letter, including the indemnification provisions attached thereto and incorporated by reference therein (the “Indemnification Provisions”), the Debtors have agreed to: (a) indemnify the Engagement Personnel acting as officers to the same extent as the most favorable indemnification the Debtors extend to their officers or directors and to cover such Engagement Personnel under the Debtors’ director and officer liability insurance policy; and (b) indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively, the “Indemnified Parties”) under certain circumstances.<sup>4</sup> The rights to indemnification shall survive the termination of these chapter 11 cases or any cases into which they may be converted.

28. Accepting the Indemnification Provisions was a condition to FTI’s engagement, the terms and provisions of which were, along with all other terms of the Engagement Letter, negotiated by the Debtors and FTI at arm’s-length and in good faith. FTI and the Debtors believe that the Indemnification Provisions are comparable to those indemnification provisions generally obtained by crisis management firms of similar stature to FTI and for comparable engagements, both in- and out-of-court.

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<sup>4</sup> The Indemnification Provisions generally provide that the Debtors will indemnify and hold harmless the Indemnified Parties from and against any claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation), arising out of or relating to the Debtors’ retention of FTI under the Engagement Letter, the execution and delivery of the Engagement Letter, and the provision of services or other matters relating to or arising from the Engagement Letter. Notwithstanding the terms of the Indemnification Provisions, the Debtors and FTI have agreed, subject to the Court’s approval of this motion, that in no event shall an Indemnified Party be indemnified or receive contribution or other payment under the Indemnification Provisions if the Debtors, their estates, or the statutory committee of unsecured creditors appointed in these chapter 11 cases assert a claim against an Indemnified Party and the Court determines by final order that such claim arose out of the gross negligence or willful misconduct on the part of that or any other Indemnified Party.

### **Fees and Reporting**

29. If the Court approves the relief requested herein, FTI will be retained to provide the Debtors with the Engagement Personnel and I will be designated as the CRO pursuant to section 363 of the Bankruptcy Code. Because FTI is not being employed as a professional under section 327 of the Code, FTI will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, FTI will file with the Court, and provide notice to the U.S. Trustee, the ad hoc group of Secured Noteholders and all official committees (together with the U.S. Trustee, the “Notice Parties”), reports of compensation earned and expenses incurred on at least a quarterly basis. Such compensation and expenses shall be subject to Court review in the event that an objection is filed. In addition FTI will file with the Court and provide the Notice Parties a report on staffing (the “Staffing Report”) by the 20th of each month for the previous month, which report would include the names and tasks filled by all Engagement Personnel involved in this matter. The Staffing Report (and FTI’s staffing for this matter) would be subject to review by the Court in the event so requested by any of the Notice Parties.

30. As set forth in the Engagement Letter, FTI received \$100,000 as a retainer from the Debtors (the “Prior Retainer”). Thereafter, the retainer has been replenished on a monthly basis. In the 90 days prior to the Petition Date, FTI received additional retainers and payments totaling approximately \$923,961 in the aggregate for services performed for the Debtors (together with the Prior Retainer, the “Retainers”). FTI has applied the Retainers to amounts due for services rendered and expenses incurred prior to the Petition Date; however, the Retainers have not been fully exhausted.

31. The unapplied Retainers, which are estimated to total approximately \$131,294, will not be segregated by FTI in a separate account, and will be held until the end of these chapter 11 cases and applied to FTI’s finally approved fees in these proceedings, unless the

Debtors agree to an alternative arrangement. Certain expenses and fees may have been incurred by FTI prior to the Petition Date, but not yet applied to the Retainers. Such amounts, if any, are estimated to be less than the aggregate balance of the Retainers as of the Petition Date. Moreover, FTI is not aware of any asserted or threatened disputes against FTI or the Engagement Personnel on account of their services provided to the Debtors before the Petition Date.

32. Given the numerous issues which the Engagement Personnel may be required to address in the performance of their services, FTI's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services in an in-court and out-of-court context, the fee arrangements set forth in the Motion and in the Engagement Letter are reasonable.

*[Remainder of page intentionally left blank]*

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: November 1, 2017  
St. Louis, Missouri

/s/ Alan Boyko  
Alan Boyko  
Senior Managing Director  
FTI Consulting, Inc.



**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

***Debtor***

Armstrong Energy, Inc.

***Filing Subsidiaries***

Armstrong Energy Holdings, Inc.  
Armstrong Coal Sales, LLC  
Thoroughfare Mining, LLC  
Western Diamond LLC  
Western Land Company, LLC  
Armstrong Coal Company, Inc.  
Armstrong Air, LLC  
Armstrong Logistics Services, LLC

***Other Subsidiaries and Affiliates (non-Debtors)***

Elk Creek GP, LLC  
Thoroughbred Resources, LP  
Armstrong Fabricators, Inc.  
Elk Creek Operating GP, LLC  
Terminal Holdings, LLC  
Ram Terminals, LLC  
MG Midstreaming, LLC  
Elk Creek Operating, LP  
Ceralvo Holdings, LLC  
Armstrong Technology Services, LLC  
Western Mineral Development, LLC

***Current D&Os***

J. Hord Armstrong, III  
Martin D Wilson  
Jeffrey F Winnick  
Richard L Craig  
Eric R Waller  
James C Crain  
Greg A Walker  
David L Harris  
W. Howard Keenan  
Bryan R Lawrence  
Joseph M Stopper

***Former D&Os***

Louis B Susman  
Adam D Anderson  
Kenneth E Allen  
J. Richard Gist  
Jacquelyn A Jones  
Anson M Beard, Jr  
Richard F Ford  
Bryan H Lawrence  
Scott A Boylen  
David R Cobb  
Brian G Landry

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

***Debtor Counsel***

Kirkland & Ellis LLP

***Claims Agent***

Donlin Recano & Company Inc.

***Financial Advisor***

MAEVA Group, LLC

***Investment Banker / Financial Advisors***

Houlihan Lokey Capital, Inc.

***Noteholders' Counsel***

Paul, Weiss, Rifkind, Wharton & Garrison LLP

***General Corporate/SEC***

Armstrong Teasdale LLP

***MSHA - Individual Representation***

Bingham Greenbaum Doll LLP

Cox & Mazzoli PLLC

Dathorn & Butler, LLC

Furman & Nilsen, PLLC

Nash Marshall, PLLC

Stites & Harbison, PLLC

***PNC Representation - Revolver***

Buchanan Ingersoll & Rooney PC

***Litigation (Delta Coals v. Armstrong)***

Butler Snow LLP

***White Collar Criminal Defense***

Dressman Benzinger LaVelle PSC

***Wells Fargo Representation - Senior Notes***

Drinker Biddle & Reath LLP

***Real Property / Lewis v. Ceralvo et. al.***

Gordon Law Offices, P.S.C.

***Insurance Counsel***

Hunton & Williams LLP

***MSHA Counsel***

Jackson Kelly PLLC

***General Corporate/Real Property Counsel***

Kaplan & Partners LLP

***Labor & Employment Counsel***

Lowenbaum Law

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

***Historical Armstrong Governance/Workers Comp***  
Miller & Wells, PLLC

***MSHA Counsel***  
Rajkovich, Williams, Kilpatrick & True, PLLC

***MSHA/Employment/Environmental Counsel***  
Steptoe & Johnson PLLC

***Real Property (limited) - Counsel***  
Stoll Keenon Ogden PLLC

***Accounting Firm***  
Ernst & Young LLP  
BDO  
Protiviti

***401k Audit***  
Grant Thornton

***401k Plan Administrator***  
Edward Jones

***401k Record Keeper***  
Massachusetts Mutual Life Insurance Company

***Payroll Processing***  
ADP, LLC

***Medical Provider***  
Anthem BlueCross, BlueShield

***Investigator - Parkway Dust***  
Advanced Investigative Solutions, Inc.  
Clay Mason & Associates

***Insurance Brokers***  
Assured Partners of Missouri, LLC  
McGriff, Seibels & Williams, Inc.  
Lockton Companies

***Hosting and Disaster Recovey (SAP)***  
OnX Managed Services

***MPLS Circuits (Network)***  
AT&T Business Services

***Network Firewalls (Network Security)***  
AT&T Global Network Services

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

***Network Monitoring and Support***

Netelligent Corporation

***SAP Software/Hardware Support***

Illumiti Corporation

***Engineering Services***

Associated Engineers

***Significant Vendors***

Bank Direct Capital Finance

Moody's Investor Service

Protiviti

Houlihan Lokey Capital, Inc.

Madisonville Tire & Retreading

LanceCo., Inc.

Conn-Weld Industries Inc.

FLSmith Krebs Inc.

SGS North America Inc.

Associated Engineers, Inc.

Brandeis Machinery & Supply Company

Carroll Engineering Company

Coleman Brothers Inc.

Joy Global Underground Mining, LLC

Kenergy

Kentucky Utilities

Rudd Equipment Company

United Central Industrial Supply Co.

Whayne Supply Company

Jennmar Corporation

Mine Equipment & Mill Supply

Nalco Company

Hibbs Electromechanical Inc.

Smith-Manus

Ruby Concrete Company

Woodruff Supply Company Inc.

Heritaage Petroleum, LLC

Quality Magnetite, LLC

Brian's Battery, LLC

Star Mine Services, Inc.

Blair Tire Sales

Jennchem, LLC

H&G Limestone Products

Veyance Industrial Services, Inc.

Ray Jones Trucking, Inc.

Overland Conveying Systems

Wabash Marine, Inc.

Whitco Enterprises, Inc.

GMS Mine Repair - Midwest

Joy Global Mining, LLC - Consignment

Pioneer Conveyor, LLC

S&L Industries, LLC

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

***Top 50 Creditors***

Joy Global Underground Mining, LLC  
Thoroughbred Resources, LP  
Kenergy  
Whayne Supply Company  
UGM ADDCAR SYSTEMS, LLC  
U.S. Dept of Labor/MSHA  
Mine Equipment & Mill Supply  
Jennmar Corporation  
Kentucky Dept of Revenue  
Ohio County Sheriff  
United Central Industrial Supply Co  
KY Worker's Comp Funding Commission  
Thompson & Knight LLP  
Ray Jones Trucking, Inc  
S & L Industries, LLC  
Kentucky Utilities  
Overland Conveying Systems  
Muhlenberg County Sheriff  
WC Hydraulics, LLC  
Internal Revenue Service  
Rogers Group, Inc.  
American Land Holdings of Kentucky, LLC  
Heritage Petroleum. LLC  
Blair Tire Sales  
Conn-Weld Industries Inc  
Wabash Marine, Inc.  
Ruby Concrete Company  
The Brennan Group  
Kentucky State Treasurer  
Brian's Battery, LLC  
Associated Engineers, Inc.  
Office of Surface Mining  
Royal Brass & Hose  
Western Kentucky Royalty Trust  
Madisonville Tire & Retreading  
Brandeis Machinery & Supply Company  
Smith-Manus  
Star Mine Services, Inc  
Woodruff Supply Company Inc  
Solenis LLC  
Whitco Enterprises, Inc.  
Douglas Sumner  
First-Line Fire Extinguisher Co  
Rogers Family  
SGS North America Inc  
Wallace Electrical Systems, LLC  
UniFirst Corporation  
West Kentucky Pipe & Valve, Inc.  
Brake Supply Co., Inc.  
Special Mine Services

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

***Shareholders***

Yorktown Energy Partners VII, L.P.  
Yorktown Energy Partners VIII, L.P.  
Yorktown Energy Partners IX, L.P.

***Insurers***

Travelers Property & Casualty Co. of America  
Travelers Property & Casualty Co. of America  
American Guarantee & Liability Insurance Co.  
American Guarantee & Liability Insurance Co.  
American Zurich Insurance Company  
American Guarantee & Liability Insurance Co.  
National Union Fire Insurance Company of Pittsburgh, PA  
QBE Insurance Corporation  
QBE Insurance Corporation  
Old Republic Insurance Company  
Starr Indemnity & Liability Company

***Surety Bonds***

Lexcon Insurance Company

***Parties to Significant Litigation***

Terri Qualls  
Barry Baxter  
Pamela Wilson  
Andrea Kirk  
Delta Coals  
George W. Lewis  
Shannon Lewis  
Lamont Drake  
Ruth Jean Lewis  
Barbara Robison  
Robert Robison  
Roy Daniel Bratcher  
Aaron D. Bratcher  
Jenny Bratcher  
Charles Edward Carter  
Carol B. Carter  
Jenscinna A. Carter  
Sharon K. Carter Smith  
Mark Smith  
William D. Carter  
Debra H. Carter  
Leslie R. Coomer  
Stephen L. Coomer  
Mine Safety & Health Administration  
Tate Rich  
Earl Ray Ipox  
Thomas Gibson  
Troy Peveler  
Richard Brothers

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Ronnie Dinsmore  
Donnie Morgan  
Terry Bivins  
Barry Ball  
William Ray Martin  
David A. Smiley  
Mark Mason  
Charles Duff  
Rickey Baize  
William Matheny  
Bobby Sexton  
Richard Vincent  
James Franklin  
Marvin Mitchell  
Brandon Brown  
Barry Ball  
Donald King  
Eric Virgin  
Danny Pressley  
Brandon Shemwell  
Dwight Arnold  
Brian Piper  
Tommy Anderson  
Tony Hoskins  
Joseph Grubb  
John Robinson  
Charles Bush  
Michael Wilson  
Erik Demond  
Lonnie Couch  
Jeremy Bearden  
David M. Fooks  
Neely E. Loney  
Reuben Wayne Shemwell  
Daniel Riley

***Landlords***

Pierre Laclede Office Investors, LLC

***Power & Electric***

Kentucky Utilities Company  
Kenergy Corporation

***Water***

Union County Water District  
Muhlenberg County Water District  
City of Centertown

***Communications***

Employee Expense Reports  
AT&T IP Flexible Reach  
AT&T

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

AT&T Mobility  
Charter Communications

***Waste Water***  
Coleman Brothers, Inc.

***Elec., Water, Sewage, Trash***  
Madisonville Municipal Utilities

***Natural Gas***  
Atmos Energy

***Taxing Authorities***  
Department of Revenue - Kentucky  
Department of Revenue - Missouri  
Department of Revenue - Delaware  
United States Office of Surface Mining  
Kentucky Office of the Reclamation Guaranty Fund  
United States Internal Revenue Service  
Kentucky Workers' Compensation Funding Commission

***Indenture Trustee***  
Wells Fargo Bank, National Association

***Bondholders***  
Blue Mountain  
Caspian  
Guardian Capital Group  
Marathon  
Goldentree  
Teachers  
Panning  
New Generation  
Wamco  
Telemetry  
Phoenix  
Cedarview  
First Western  
Nuveen  
Anson (previous BOD)  
TIAA

***Customer List***  
Armstrong Resources Management Corp.  
Duke Energy Carolinas, LLC  
Duke Energy Kentucky, Inc.  
Kentucky Utilities Company  
Louisville Gas & Electric Company  
Owensboro Municipal Utilities  
Tampa Electric Company  
Tennessee Valley Authority



**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

***Counterparties to Significant Leases***

Mueller Prost, LC (Sublessor)  
KBSII Pierre Laclede Center, LLC  
Norton Lilly International, Inc. (Sublessor)

***Counterparties to Significant Executory Contracts***

Bank of America Leasing & Capital, LLC  
Aero Charter, Inc.  
Brandeis Machinery & Supply Company  
General Electric Capital Corporation  
Komatsu Financial Limited Partnership  
Caterpillar Financial Services Corporation  
Deutsche Leasing USA, Inc.  
Atlas Copco Customer Finance USA, LLC  
UGM ADDCAR Systems, LLC  
Macquarie Corporate and Asset Funding Inc.  
Joy Global Underground Mining, LLC  
Caterpillar Financial Services Corporation

***Regulatory Agencies***

Commonwealth of Kentucky Energy and Environment Cabinet  
United States Office of Surface Mining  
Kentucky Office of the Reclamation Guaranty Fund

***Royalty Payments - Payee***

Duncan Family Mineral LLC  
Cyprus Creek Land Company  
J.L. Rogers Family, LLC  
James L. Rogers  
Mary M. Rogers  
Sue Rogers Johnson  
Talmar of FL, LLC  
Talmar, LLC  
Anne F. Rogers Family, LLC  
Central States Coal Reserves of Kentucky  
Heritage Coal Company, LLC  
Cyprus Creek Land Resources, LLC  
Joe Michael Barnard  
Richard L. Hocker  
John W. Hocker  
Janet Hocker  
Ruth Ann Hocker Szymanski  
Conrad Szymanski  
Lyman P. Barnes  
Joyce M. Barnes  
Jerry Carson Barnes Bishop  
Zexia Barnes Bishop  
Bruce Moore  
Gladys Moore  
Hazel Birchwell  
John T. Casebier

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

David L. Pearce  
Ann Pearce  
Elaine Armstrong  
Glenn Armstrong  
John B. Casebier  
Nazanin Casebier  
Judith McCrocklin  
Marjorie Pearce Wilhite  
James Louis Wilhite  
Nola Casebier  
Thomas McCrocklin Jr.  
Virginia L. Staude  
Walter U. Pearce  
Laurie Pearce  
William W. Casebier Jr.  
Charlotte Ann Casebier  
Noel Douglas Cavendar  
Rhonda Cavendar  
Ann Cheryl Lacefield  
Gary Dale Lacefield  
Betty Craig  
David C. Craig  
Kateria C. Barnes  
Glenn W. Danks  
Ronald A. Danks  
Clyde Richard Danks  
Kelly Richard Danks  
Phillip Andrew Danks  
Michael Edgar Danks  
Melissa Ann Danks Sanfberg  
Allen Gray Limited Partnership II  
Allen Gray Limited Partnership III  
Bertha S. Grider  
Dennie Lee Grider  
Joe Brent Grider Jr.  
Jessica Gwenlyn  
Amanda Westerfield  
Joe Brent Girder  
Kaitlin M. Grinder  
John M. Grider  
Dennie Grider  
Shelia Grider  
William A. Holladay  
Angela Danielle Jones  
David C. Jones  
Felicia Leigh-Ann Hughes  
Pamela Gabrielle Fowler  
James Jones  
Lola Jones  
Mark Little  
Janis Little  
Bradford Luppino

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Miranda Luppino  
Geneva Fulkerson  
Lonnie Fulkerson  
Jim V. Maddox  
Carolyn Maddox  
Sherry Ann Taylor  
Feb I. Taylor  
William Todd Paul  
Micheline L. Queen  
Joseph L. Ralph  
Rose A Ralph  
Daisy Curtis Scroggins  
Gene Rochefort  
Janette Snodgrass  
Sue Miller  
Bill Miller  
Ella Louis Addington  
Carl Addington  
Patricia Simpson  
Eddie Simpson  
Mary Snodgrass  
Tommy Snodgrass  
Betty Snodgrass  
Larry Snodgrass  
Charles Snodgrass  
Rita Fledbusch  
Ruby Daugherty  
Stephen N. Daugherty  
Timothy Stenberg  
Mary Stenberg  
George W. Lewis  
Shannon Lewis  
Ryan W. Hartke  
Rustin D. Hartke  
Rhett A. Hartke  
Ronica D. Hageman  
Allyson S. Abel  
Dennis Woods  
Brenda Woods  
Damien Brown  
Deborah Brown  
Young Manufacturing Co. Inc.  
Warren C. Roe  
Josephine Roe  
Joseph Michael Roe  
Sara Kelly Roe  
Alcoa Fuels, Inc.  
Dorothy Russell  
Emogene S. Martin  
James Vernon Cole  
Heike Cole  
Morris D. Kelley Jr

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Mandy B. Kelley  
Diamond Mineral Group, Inc.  
Midwest Coal Reserves of Kentucky, LLC  
Mary Nell White  
Richard White  
Janet White  
Robert White  
Marie White  
Walter White  
Andrea White  
John White  
Brook White  
Katherine Felice Photopulos  
Todd Photopulos  
William W. Lista  
Lynn M. Lista  
Darron Kelley  
Martha J. Kelley  
Patty Peacock  
Gary Dale Peacock  
Kathy Proctor  
Charles W. Proctor  
Cora L. Goodman  
Richard I. Carrier  
Margret Joyce Beard  
Donald L. Yarber  
Shirley J. Yarber  
Jennie L. Ellis  
Glendle G. Ellis  
Dorothy F. Willett  
Norman Ray Potts  
Lillian Potts  
Peggy Neeley  
Juimmy Neeley  
Stan W. Johnson  
Barbara A. Johnson  
James M. Brown  
Nell Gregory Farthing  
Bordley Church of Christ  
Thomas Allen Willett  
Karren Sue King  
Connie Elder  
Kevin Elder  
Billy McVay  
Brenda Lee McVay  
James McVay  
Brenda Gail McVay  
Anna Speaks  
Albert Speaks  
Dianna Terrell  
Lonnie Terrell  
William Leon Cole IV

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Carol Ann Cole  
Lance W. Brantley  
Heather Brantley  
Ronald C. Brown  
Dennis Ray Farris  
Pamela Gabrielle Richardson  
Western Kentucky Royalty Trust  
David Cobb  
Kenneth E. Allen  
Melinda T. Carter  
Jenna Carter  
Megan Guard Carter  
Carol B. Carter  
James Gregory  
Peggy Graham  
Harold Gregory  
Marjorie Thompson  
Carolyn Gentry Gish  
David Gregory  
Brenda Collins  
Terry Gregory

***Landowners***

Aaron D. Bratcher  
Aaron Francis  
Allen Gray Ltd. Ptr. II  
Allen Gray Ltd. Ptr. III  
Allyson S. Abel  
Amanda Westerfield  
American Land Holdings of KY, LLC  
Angela D. Jones  
David C. Jones  
Ann C. Lacefield  
Gary D. Lacefield  
Anna L. Speaks  
Albert Speaks  
Anna L. Dortch  
Anna Laura Dortch/Farm Credit Service  
ANNE F. ROGERS FAMILY, LLC  
Barbara Robison  
Bertha S. Grider  
Betty R. Craig Trust  
Bevil Bros. Funeral Home  
Bill McVay  
Brenda Lee McVay  
BORDLEY CHURCH OF CHRIST  
Brad Lacefield  
Bradford Luppino  
Miranda Luppino  
Brian Keith Casebier  
Brian Lacefield  
C.E. Martin Heirs LLC

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Carol B. Carter  
Charles Edward Carter  
Charles W. Proctor  
Christopher A. Coomer  
Clyde Richard Danks  
COAL AGE, INC.  
Connie Elder  
Kevin Elder  
Cora Lee Goodman  
Daisy Scroggins  
Damien Lee Brown  
Daniel L. Lacefield  
Darron H. Kelly  
Miranda J. Kelly  
DAVID CASEBIER  
David Cobb  
David Pearce  
Ann Pearce  
Delta Coals, LLC  
Dennie L. Grider  
Dennis Howard Woods  
Dennis Ray Farris  
Dennis Woods  
Dianna Terrell  
Lonnie Terrell  
Don Goad  
Don King  
Donald Yarber  
Shirley J. Yarber  
Dorothy F. Willett  
DOROTHY RUSSELL  
Douglas Sumner  
Duncan Family Mineral, LLC  
Edward Zackery  
Elaine Armstrong  
Glenn Armstrong  
Emogene S. Martin  
Felicia Leigh-Ann Hughes  
Geneva G. Fulkerson  
Lonnie R. Fulkerson  
Geneva G. Fulkerson  
George W. Lewis Jr  
Gerald Powers  
Linda Powers  
Gerald Wayne Powers Wayne  
Glendale James  
Wanda James  
Glenn W. Danks  
Hazel Birchwell  
J.L. ROGERS FAMILY, LLC  
JAMES M. Brown  
James McVay

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Gail McVay  
James L. Rogers III  
Mary M. Rogers  
Janis Little  
Jenna Carter Vardell  
Jennie L. Ellis  
Jenny Bratcher Trust  
Jenscinna A. Carter  
Jerry Bishop  
Zexia Bishop  
Jerry C. Bishop  
Zexia Barnes Bishop  
Jessica Gwenlyn  
Jim V. Maddox  
Carolyn R. Maddox  
Jim V. Maddox  
Joe Brent Grider Sr  
Joe Michael Barnard  
Kristina Barnard  
Joel Igleheart  
John Brown Jr.  
Patricia Brown  
John A. Brown  
John B. Casebier  
John Ryan White  
Brooke White  
John W. Hocker  
Janet Hocker  
Joseph Roe  
Sara Roe  
Joseph L. Ralph  
Rose A. Ralph  
Josephine Roe  
Judith McCrocklin  
Karren Sue King  
Katherine Photopulos  
Todd Photopulos  
Kathy Proctor  
Kelly Richard Danks  
Kenneth E. Allen  
Lance W. Brantley  
Heather Brantley  
Larry Edmonson  
Lillian Potts  
Lola Jones  
James Vernon Cole  
Heike Cole  
Lyman P. Barnes  
Joyce M. Barnes  
Margaret Joyce Beard  
Mark Little  
Mark Livers

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Martha Rogers Haas  
Mary Nell White  
Megan Guard Carter  
Melinda T. Carter  
Melissa Ann Danks Sanfberg  
Michael Edgar Danks  
Micheline L. Queen  
Minda G. Pearson  
Morris Kelley  
Nancy Prenzno  
Nell Gregory Farthing  
Noel D. Cavender  
Rhonda D. Cavender  
Nola Casebier  
Nora Stewart  
Norman Ray Potts  
Roma H. Potts  
Patty Peacock  
Gary Peacock  
Peggy Potts  
Jimmy C. Neele  
Phillip Andrew Danks  
Rhett A. Hartke  
Richard I. Carrier  
Richard W. White  
Janet White  
Robert S. White  
Marie White  
Ronald A. Danks  
Ronica D. Hageman  
Roy Daniel Bratcher  
Rustin D. Hartke  
Ruth Szymanski  
Conrad Szymanski  
Ruth Jean Lewis  
Ryan W. Hartke  
Samuel A. Francis  
Shannon L. Lewis  
Sharon Grider  
Sharon K. Carter  
Sharon K. Carter-Smith  
Feb I. Taylor  
Sherry Ann Maddox Taylor  
Stephen L. Coomer  
Sue H. Bartlett  
Sue R. Johnson  
Sue Rogers Johnson  
TG Jr Rogers  
Jean Rogers  
Talmage G. Rogers Jr  
Jean M. Rogers  
Talmar, LLC



**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

The Estate of Ruth Lewis  
THOMAS Allen Willett  
Thomas McCrocklin, Jr  
Timothy L. Stenberg  
Mary E. Stenberg  
Timothy L. Stenberg  
Virginia Staude  
Walter White  
Andrea White  
Walter U. Pearce  
Laurie Pearce  
Western Kentucky Royalty Trust  
William D. Carter  
William Holladay  
William W. Lista  
Lynn M. Lista  
William W. Casebier Jr.  
Charlotte Ann Casebier

***Additional Vendors***

Denise Stringer  
Charles Bush  
Malcolm Steven Russell  
Keith Whitehouse  
Chesley Wilson  
Atlas Copco Customer Finance USA  
Jeff Hearld  
Eddie Barber  
Danny F. Clayton  
Jeffrey Lovan  
Gary Compton  
Jim Wiles  
Gary PHILLIPS  
Freddie K. Wells  
Jan Douglas Bundy  
Larry G. Wilson  
Joe Brent Grider, Jr.  
Jessica Gwenlyn  
Felicia Leigh-Ann Hughes  
Joe Brent Grider, Sr  
Lola Jones  
Dennis Ray Farris  
Joseph L. Ralph  
Rosa A. Ralph  
Joe Michael Barnard  
Kristina Barnard  
John W. Hocker  
Janet Hocker  
Richard L. Hocker  
Ruth Szymanski  
Conrad Szymanski  
Pamela Gabrielle Richardson

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Angela D. Jones  
David C. Jones  
Allen Gray Ltd. Ptr. III  
Timothy L. Stenberg  
Terri G. Bundy  
Dennie L. Grider  
St. Louis Parking Company  
Hampton Inn & Suites - Madisonville  
Martin D. Wilson  
J. Hord Armstrong, III  
Kentucky Dept of Revenue  
First Choice Courier  
Skyline CreditRide, Inc.  
AT&T  
FedEx  
AssuredPartners of Missouri, LLC  
CT Corp.  
Weir International, Inc.  
Stoll Keenon Ogden PLLC  
Miller & Wells, PLLC  
Armstrong Teasdale, LLP  
City of Clayton  
AERO Charter, Inc.  
Wells Fargo Vendor Financial  
American Express  
Charter Communications  
Iron Mountain  
Julie Hezel  
CCH  
KBSII Pierre Laclede Center, LLC  
Captiva Marketing  
Stan Beltramea  
James Bennett  
Kentucky State Treasurer  
Bank Direct Capital Finance  
SAP America, Inc.  
Sue Rogers Johnson Living Trust  
James L. Rogers III  
Mary M. Rogers  
Western Kentucky Royalty Trust  
David Cobb  
Kenneth E. Allen  
Barbara Robinson  
Roy Daniel Bratcher  
Jenny Bratcher Trust  
Sharon K. Carter-Smith  
William D. Carter  
Aaron D. Bratcher  
Christopher A. Coomer  
Stephen L. Coomer  
American Land Holdings of KY, LLC  
Melinda T. Carter

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Jenna Carter Vardell  
Megan Guard Carter  
STM Associates  
The Lowenbaum Partnership, LLC  
Ernst & Young  
BMC Group VDR LLC  
Bess Councill  
Greg A. Walker  
American Coal Council  
Larry Edmonson  
Douglas Sumner  
Adam Anderson  
Meyer Printing  
Staples Advantage  
PR Newswire Association, LLC  
Talmar, LLC  
Jeffery Winnick  
Banc of America Leasing  
Shannon L. Lewis  
George W. Lewis JR.  
Wells Fargo Equipment Finance  
Anson Beard  
James C. Crain  
Richard F. Ford  
Saint Louis Coal Club  
Richard L. Craig  
Ricoh USA, INC  
Caterpillar Financial Services  
Josephine Roe  
Joseph M. Roe  
Sara K. Roe  
DELAWARE SECRETARY OF STATE  
Deutsche Leasing USA, Inc.  
Lexington Coal Exchange  
Mercer  
Moody's Investors Service  
Standard & Poor's  
Wells Fargo Bank  
Drinker Biddle & Reath LLP  
Amanda Westerfield  
Pitney Bowes Global Financial Servi  
Brown's Ramsey Creek Farm  
PROTIVITI  
PR NEWSWIRE/MULTIVU  
Clayton Plaza Hotel  
ADP, INC.  
Cintas Corporation  
PURCHASE POWER  
Komatsu Financial Limited  
Mass Mutual Financial Group  
Diamond Mineral Group, LLC  
Ryan W. Hartke

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Rustin D. Hartke  
Rhett A. Hartke  
Ronica D. Hageman  
Allyson S. Abel  
J.L. ROGERS FAMILY, LLC  
ANNE F. ROGERS FAMILY, LLC  
Carol B. Carter  
Doyle Trading Consultants, LLC  
Rajkovich, Williams, Kilpatrick &  
Delta Dental of Kentucky, Inc.  
Anthem  
DUFF & PHELPS, LLC  
Tony Opegard  
Appalachian Citizens Law Center  
Illumiti Corp  
Darrel E. Briles  
OnX Managed Services, Inc.  
Patty Ream  
OB Moore  
New York Coal Trade Association  
Kenneth Hall  
Nash Marshall, PLLC  
Gordon Law Offices, P.S.C.  
Joanna Haselman  
Netelligent Corporation  
Donald G. King  
David J. Purdy  
Justin Neal Greenwell  
Edward Zackery  
Richard Vincent  
William D. Matheny  
Stephen Kane  
Kaplan & Partners LLP  
BDO  
Eric Waller  
Billy Jernigan  
Buddy Johnston  
Terry Bivins  
William Peyton  
Charles E. Daugherty  
Donald L. Carroll  
Terry Rogers  
Jaycee Durham  
Steptoe & Johnson, PLLC  
James R. Tichenor  
Daugherty, Fowler, Peregrin, Haught  
Bobby J. Phelps  
Lawrence E. Embry  
Ron Sharp  
Curtis Richey  
Stites & Harbison PLLC  
Richard Patterson

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Marilyn Rickard  
Kirkland & Ellis LLP  
MAEVA Group, LLC  
Dean Dorton Allen Ford, PLLC  
Davis McKinney  
Louis B. Susman  
Paul, Weiss, Rifkind, Wharton  
Wandeta F. Durall  
Frank H. Neely, Jr.  
James Mercer  
Donald R. White  
Jerry Southard  
Dressman Benzinger Lavelle PSC  
Bingham Greenebaum Doll LLP  
William W. Ann Jr  
Charlotte Ann  
Walter U. Pearce  
Laurie Pearce  
Thomas McCrocklin, Jr.  
Marjorie Pearce Wilhite  
Nola Casebier  
Judith McCrocklin  
John B. Casebier  
Elaine Armstrong  
Glenn Armstrong  
David L. Pearce  
Ann Pearce  
Virginia Staude  
Dathorne & Butler LLC  
Furman & Nilsen PLLC  
Houlihan Lokey Capital, Inc.  
Gordon L. Thompson  
Cox & Mazzoli, PLLC  
Jackson Kelly PLLC  
Foundation Fighting Blindness  
Sansone Group  
David Green River Safety Council  
Butler Snow LLP  
Tim Bay  
Hunton & Williams LLP  
Thoroughbred Resources, LP  
Armstrong Resource Management Corp.  
David L. Harris, Jr.  
Steven Campbell  
GE-Fairchild LLC  
Associated Pallet, Inc.  
Karen's Cleaning Services  
Ray Jones Trucking, Inc  
Muhlenberg Co. Water District  
M & B Auto Parts  
Bluegrass Mine Tool, Inc  
Fluid Power Services Inc

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Furniture Discount Warehouse  
GM Telcom Inc  
Madisonville Supply, Inc.  
Madisonville Tire & Retreading  
Cuda Tools, Inc  
LanceCo., Inc.  
Modern Welding  
Midwest Battery and Supply Inc.  
Coles Office Outfitters Inc.  
Haulers Supply Inc.  
Downey Professional Construction  
Overland Conveying Systems  
JEM Sales & Service, Inc.  
R.F. Roberts Construction Co., Inc.  
Blue Ribbon, Inc.  
Blue Ribbon Courier, Inc  
Universal Protection Service, LP  
Conn-Weld Industries Inc  
Logan Corporation  
FLSmith Krebs Inc.  
First-Line Fire Extinguisher Co  
SGS North America Inc  
Preiser Scientific, Inc  
McMaster-Carr  
Drives & Controls Services, Inc  
EVAPAR  
Shane Clark  
Richard Lowther  
D. David Lee  
John Bruce  
ABL Services, Inc  
Pollard & Sons Excavating, LLC  
AT&T GLOBAL NETWORK SERVICES, LLC  
Pioneer Supply  
Ronnie Pyle  
Tony Melendez  
Mickey Fitzhugh  
KCTCS Foundation, Inc  
Premier Scales & Systems  
Kleinschmidt, Inc  
AgriGro Farm Center, Inc.  
Airgas USA, LLC  
Airgas Mid America  
American Printing Company  
Anchor Hydraulics  
Associated Engineers, Inc.  
Associated Railroad Contactors, Inc  
Auxier Welding Inc.  
Beaver Dam Volunteer Fire Departmen  
Irwin Mine and Tunneling Supply  
Beaver Dam Building Supply  
Bishops Grocery

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Brandeis Machinery & Supply Company  
Carlson Software, Inc  
Carroll Engineering Co.  
Chase Pump & Equipment  
Propane 1 One, Inc. of KY  
City of Centertown  
Coleman Brothers Inc  
Country Cupboard  
DeShazo Crane Company  
EIC Technologies Inc  
Elpers Truck Equipment  
Eriez Manufacturing Co.  
First United Bank  
Flanders Electric Motor Services  
FLSmith Salt Lake City, Inc.  
General Mine Contracting Inc  
Hartford Building & Supply  
Hayes Instrument Co Inc  
Home Oil & Gas Co  
Hopkins Co Heating Air & Electrical  
Hopkins County Clerk  
JMS Russell Metal Corporation  
Joy Global Underground Mining, LLC  
Kanawha Manufacturing Company  
Kanawha Scales & Systems Inc  
Kenergy  
Kentucky Utilities  
Leader-News  
Freddie Locke  
Madisonville Municipal Utilities  
Madisonville Garage Door, Inc.  
Magnum Drilling Services Inc  
McLanahan Corporation  
The Messenger  
Motion Industries  
U.S. Dept of Labor/MSHA  
Ohio County Clerk  
Ohio County Farm & Garden Center  
Ohio County Times News  
Onyett Fabricators Inc  
Paducah Blueprint & Supply Co  
Rexel, Inc  
Royal Brass & Hose  
Rudd Equipment Company  
Sabia, Inc  
Schalco Construction & Garage Doors  
Special Mine Services  
T.H.E. Engineers Inc.  
Tri-State Bearing Co., Inc.  
Twin Supply, Inc.  
Ultron, Inc.  
United Central Industrial Supply Co

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

UPS  
Viewpoint Construction Software  
Wal-Mart Business  
Whayne Supply Company  
Wheatley Scale Service Inc  
Mitchell White  
Butler's True Value  
The Vernon Corporation  
Cintas  
Cincinnati Mine Machinery Co.  
Consolidated Electrical Distributor  
CSE Corporation  
D-A Lubricant Company  
EBN  
Fairmont Supply Co.  
Fuchs Lubricants Co.  
Hopcroft Electric, Inc  
US Treasury720  
Fenner Dunlop  
GMS Mine Repair - Midwest  
Jennmar Corporation  
West Kentucky Steel  
Martin Engineering  
O'Neal Steel, Inc.  
Varel International, Inc.  
Trivaco  
A.L. LEE CORPORATION  
Muhlenberg Co Court Clerk  
Joe Barnes  
Line Power Mfg. Corp.  
Wescott Steel Inc.  
Belt Tech Industrial, Inc  
Strata Safety Products, LLC  
Paducah and Louisville Railway  
Coy Tallman  
Western Kentucky Mining Institute  
Office of Surface Mining  
Polydeck Screen Corporation  
Applied Industrial Technologies  
Green River Safety Council  
Intermountain Electronics, Inc.  
Brenntag Midsouth, Inc.  
Janice Hill  
Dell Marketing, LLP  
Barry Fox  
Hilti, Inc.  
Advance Feeding Systems Inc.  
Madisonville Hopkins Co Chamber of  
Miller Building Supply, Inc  
VC's Pick-up and Delivery  
Advanced Solutions  
Paul's Repair Shop, Inc.



**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Shred-It USA  
B.F. Evans Ford  
CDW Direct LLC  
Justin Crowley  
Madisonville Community College  
Muhlenberg Co Sheriff  
Time Warner Cable  
Mine Equipment & Mill Supply  
Nalco Company  
Pillar Innovations, LLC.  
Wabash Marine, Inc.  
Thermo Environmental Inst., LLC  
Richard Hicks  
Construction Machinery Co. LLC  
Grainger Industrial Supply Co, Inc  
All Source Industrial Supply, Inc  
Wynn-Jones Mining Tools, LLC  
Ohio County Sheriff  
Kennametal Inc Mining & Constructio  
Joe Leasure & Sons, Inc.  
Richwood Industries Inc.  
Ohio County Motors, LLC  
Hillyard, Inc.  
Star Rebuilders, LLC  
Hibbs Electromechanical Inc.  
Gauley-Robertson  
Gould Electric Motor  
Trey K Mining and Electric, Inc  
Farm Plan  
Fluid Systems, Inc.  
Hoard Custom Signs, LLC  
Big Red Supply Co., Inc.  
Doug Harris  
The Greater Muhlenberg Chamber of Commerce  
Walter Rhew  
Brake Supply Co., Inc.  
Peterson Truck Center  
Cummins Crosspoint, LLC  
Dynamic Fabrication Inc.  
Sonnie Biard  
Industrial Machine Services Inc.  
Big River Rubber and Gasket Co. Inc  
Thompson International Inc.  
Tommy Williams  
Fiber Instrument Sales, Inc.  
Carter Plumbing and Heating Inc.  
Service Radiator, Inc.  
Oscar Ramsey  
Mississippi Lime Company  
Torc Up, Inc.  
Getman Corporation  
Jim Whitaker Trucking Inc.

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

David Witherspoon  
American Safety & Health Institute  
Verizon Wireless  
Central Maine Diesel IS, Inc.  
G.A. Helfrich  
Auto Electric Repair  
Coal Miners' Respiratory Clinic  
AT&T Business Services  
Quest Diagnostics Inc.  
Boyd and Sons Machinery, LLC  
New Pig Corporation  
Forestry Suppliers, Inc.  
UniMeasure, Inc.  
Anthem Life Insurance Company  
H. Brent Phelps  
Jonathan Miller  
Tyler Allen  
Facco, LLC  
Standard Laboratories, Inc.  
Bradford Supply Company  
Darrin Parrent  
Roger Smith  
Matthew Dunlap  
Michael Putman  
Bluegrass Materials Company, LLC  
Sunrise Coal LLC  
Barton Machine, Inc.  
AT&T TeleConference Services  
Charles F Henderson  
Forrest A Younker  
Weston Thad Cartwright  
Power Technologies, LLC  
Sherry R. Stratton  
Centrifugal Services Inc LLC  
William M McGehee  
Mine Site Technologies USA, Inc.  
C.E. Martin Heirs LLC  
Nadean Young  
Byler Lumber, LLC  
Noel Properties, LLC  
Marlin Daugherty Steam Cleaning  
Witt's Heating & Cooling  
The Times-Argus  
Power Plan  
Truck N Spring Repair  
Slongs Industries, LLC  
Americable Incorporated  
DAPCO, Inc.  
Louisville District Corps of Engine  
Wallace Electrical Systems, LLC  
Grant Thornton LLP  
Armstrong Coal Company Inc.

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Joy Global Mining, LLC--Consignment  
Rite-Crete Concrete Products  
Smith-Manus  
Bobby Oldham  
Kings Great Buys Plus  
Home City Ice  
Abney Auto Glass  
Vigo Machine  
Christy Pike  
Greenville Quarries & Qual Blacktop  
Mine Power Systems, Inc.  
Minesafe Electronics Inc  
Republic Services DBA B&J Sanitatio  
Ruby Concrete Company  
S & S Urethane, Inc  
Wallace Auto Parts & Service Inc.  
Woodruff Supply Company Inc  
Jerry Fields  
Prudential Life Insurance Company  
Kerco, INC.  
Madisonville Auto Parts  
Pioneer Conveyor,LLC  
AT&T Mobility  
Atmos Energy  
Clean Green Porta Potties, LLC  
Custom Engineering Inc  
Wm. E. Groves Construction Inc.  
Hart Equipment Co Inc  
Booth Fire & Safety, Inc  
Oakley Steel Products Co  
Sprint Print Inc  
Industrial Service & Electronics, I  
IMPCO, Inc  
FL Smidth Salt Lake City, Inc.  
Ohio Co Hospital  
Total Compliance, LLC  
OAS, Inc  
Black Equipment Co  
Likens & Sons Plumbing Supply  
Clay Machine Works, Inc.  
Heritage Petroleum. LLC  
KM Specialty Pumps & Systems, Inc.  
Webster County Water District  
McCoy & McCoy Laboratories, Inc.  
International Driller's Supply Co.  
Xylem Dewatering Solutions, Inc.  
Simmons Equipment Company  
Central City Country Club, Inc.  
Russell Burton  
Debby Myers  
Nick Woolen  
Grady Lee Winton, Jr

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Andy Fulkerson  
ERB Equipment Company  
Yager Materials, LLC  
Timothy Ashby  
Buchanan Pump Service & Supply, Inc  
Henry's Plumbing, Inc.  
Anixter, Inc.  
Jason Reddy  
K&S Automotive Repair, LLC  
Armstrong Coal Company - Kronos  
CARY PENTECOST  
COAL AGE, INC.  
US BANK  
LIL STEVIE'S PIZZA  
SCHAUENBURG FLEXADUX CORPORATION  
Union County Sheriff  
BIG BROTHERS-BIG SISTERS  
GRACE EQUIPMENT, LLC  
DATE MINING SERVICES, LLC  
Department of Labor - MSHA  
Crop Production Services, Inc. - #3  
Central Screen Printing, Inc  
Jarrod Everly  
Travis K. Sneed  
Star Industrial Supply, Inc.  
Bruse L. Ball  
Union County Water District  
Terminix International  
Nancy Pierce  
Ryan R Jarvis  
Metcalf Landscaping & Garden  
K&E Technical Inc  
Midwestern Machine & Hydraulics  
EnerSys Delaware, Inc.  
Lovelace Farms, Inc  
Brittany Branson  
Rogers Group, Inc.  
United Way of the Ohio Valley  
United Way of the Coalfield  
Hannan Supply Company  
Centrifugal & Mechanical Industries  
West Kentucky Pipe & Valve, Inc.  
Fields Custom Embroidery  
John Plunkett  
Aaron Simpson  
Greg East  
Quality Magnetite, LLC  
Cayce Mill Supply Company, Inc.  
WC Hydraulics, LLC  
Smith Fertilizer & Grain Co., Inc.  
Armstrong Coal PAC  
Randy Griffin

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Justin Lamb  
Retarus, Inc.  
Whayne Supply Co. - Consignment  
Mary Lee Knight  
Charles W Rushing, Jr.  
Ohio County Chamber of Commerce  
Dennis Massoth  
Mark Anthony Phelps  
McLean County Sheriff  
Baptist Health Occupational Med  
West River Conveyors & Machiner  
Bearing Headquarters  
AT&T IP Flexible Reach  
aFORDable Signs  
Trustmark Voluntary Benefit Sol  
American Heritage Life Insurance Co  
Tyco Fire & Security (US) Mgmt,  
Western Crane Service, Inc.  
Ron Hope  
KY Worker's Comp Funding Commission  
Catering & Creations  
Superior Metal Works Machine  
Amazon.com, LLC  
Baumgart Bit Supply  
JABO Supply  
Seth C. Brewer  
US Bank Equipment Finance  
Johnathan Oldham  
Danny Fulkerson  
Anthony Estevez  
Bomgar Corporation  
Chris Brooks  
Nichols Electric Supply  
Jones Septic Service  
One Health @ Work Madisonville  
Brian's Battery, LLC  
Star Mine Services, Inc  
S & L Industries, LLC  
Shaw Heavy Equipment Repair, Inc.  
Indoff Inc.  
Stafford Services  
D. B. Contracting LLC  
Joshua Judge  
Blair Tire Sales  
Anthony Yates  
Kentucky Athletics  
Jarrod Farris  
Tazz Conveyor Corporation  
Dave Dingess  
Jeff Shanks  
American Hydraulics & Rebuild  
GCR Tire Centers

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

Jennchem, LLC  
Tara Adams  
Enterprise Waste Oil Co., Inc  
H & G Limestone Products  
Elissa Sue Hollis  
Tungco, Inc. DBA Cuda Grit  
Veyance Industrial Services, Inc.  
Scott Equipment Company LLC  
Mayo Manufacturing Company, Inc.  
Charles Taylor  
Kathryn Kerlick  
Division of Enforcement  
Scott Dortch  
Strata Equipment, LLC  
UniFirst Corporation  
Jones Septic Service LLC  
Spectrum Business  
National Armature & Machine  
K & R Rebuild, LLC  
Mike Coakley  
Arian Greer  
N & H Steaming, LLC  
Frank Roberts  
Cameron B. Mason  
Joseph Logsdon  
Cory Williams  
SHI International Corp  
Quest Software Inc  
Bobby Penrod  
Justin Howe  
Brian Miller  
UGM ADDCAR SYSTEMS, LLC  
Leonard Weikel  
GE Transportation Parts, LLC  
Terry Peveler  
Whitco Enterprises, Inc.  
Universal Protection Service, LP  
Sherwin-Williams  
US Treasury  
Heintzmann Corporation  
XPO Logistics Freight, Inc  
American Electric Equipment, Inc.  
Terry E. Lindsey  
Strata Products USA, LLC  
Jim David Meats  
Macquarie Corporate & Asset Funding  
Indoff Inc.  
Anthony Miller  
Thoroughfare Mining - Survant  
Cecil Bowman  
Cory Edwards  
Shawn Kitchen

**Schedule 1**  
**SCHEDULE OF INTERESTED PARTIES**

***Rival Bidder***

Rhino Resources

***Potential Litigants***

Bobby Crook

Bruce Ball

Danny Goff

Dennis Roop

Everett W. Mitchell Jr.

Gilbert Henderson Jr

Gordon Wayne Doss

Gregory Messamore

Jackie Glenn Sailing

Jamie Lear

Jeffrey Wallace

Lawrence Lee

Michael Simpson

Mitchell Ray Jarvis

Phillip Oller

Randy Brown

Richard Robinson

Western Leasing, Inc.

**Schedule 2**  
**SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY EMPLOY**  
**OR HAVE FORMERLY EMPLOYED FTI**

INTERESTED PARTY OR AFFILIATE	RELATIONSHIP TO DEBTOR	CLIENTS AND THEIR AFFILIATES
Armstrong Energy, Inc.	Debtor	Armstrong Energy, Inc.
Armstrong Energy Holdings, Inc.	Filing Subsidiaries	Armstrong Energy Holdings, Inc. is a current client of the firm.
Armstrong Coal Sales, LLC	Filing Subsidiaries	Armstrong Coal Sales, LLC is a current client of the firm.
Thoroughfare Mining, LLC	Filing Subsidiaries	Thoroughfare Mining, LLC is a current client of the firm.
Western Diamond LLC	Filing Subsidiaries	Western Diamond LLC is a current client of the firm.
Western Land Company, LLC	Filing Subsidiaries	Western Land Company, LLC is a current client of the firm.
Armstrong Coal Company, Inc.	Filing Subsidiaries	Armstrong Coal Company, Inc. is a current client of the firm.
Armstrong Air, LLC	Filing Subsidiaries	Armstrong Air, LLC is a current client of the firm.
Armstrong Logistics Services, LLC	Filing Subsidiaries	Armstrong Logistics Services, LLC is a current client of the firm.
Kirkland & Ellis LLP	Debtor Counsel / Additional Vendors	Kirkland & Ellis LLP is a current client of the firm.
Houlihan Lokey Capital, Inc.	Investment Banker / Financial Advisors / Significant Vendors / Additional Vendors	Houlihan Lokey Capital, Inc. is a current client of the firm.
Ernst & Young LLP	Accounting Firm / Additional Vendors	Ernst & Young LLP is a current client of the firm.
BDO	Accounting Firm / Additional Vendors	BDO is a current client of the firm.
Protiviti	Accounting Firm / Significant Vendor / Additional Vendors	Protiviti is a former client of the firm and the last matter was closed on 2/9/2015.
Edward Jones	401k Plan Administrator	Edward Jones is a former client of the firm and the last matter was closed on 8/18/2017.
ADP, LLC	Payroll Processing	ADP, LLC is a current client of the firm.
Anthem BlueCross, BlueShield	Medical Provider	Anthem BlueCross, BlueShield is a current client of the firm.
McGriff, Seibels & Williams, Inc.	Insurance Broker	McGriff, Seibels & Williams, Inc. is a former client of the firm and the last matter was closed on 10/6/2006.
Lockton Companies	Insurance Broker	Lockton Companies is a former client of the firm and the last matter was closed on 6/26/2012.
AT&T Business Services	MPLS Circuits (Network) / Additional Vendors	AT&T Business Services is a current client of the firm.
AT&T Global Network Services	Network Firewalls (Network Security) / Additional Vendors	AT&T Global Network Services is a current client of the firm.
Moody's Investor Service	Significant Vendors	Moody's Investor Service is a current client of the firm.
Carroll Engineering Company	Significant Vendors / Top 30 Creditors / Additional Vendors	Carroll Engineering Company is a former client of the firm and the last matter was closed on 5/2/2016.
Joy Global Underground Mining, LLC	Significant Vendors / Counterparties to Significant Executory Contracts / Additional Vendors	Joy Global Underground Mining, LLC is a former client of the firm and the last matter was closed on 5/2/2016.
Kentucky Utilities	Significant Vendors / Top 30 Creditors / Customer List / Additional Vendors	Kentucky Utilities is a former client of the firm and the last matter was closed on 1/4/2009.
Jennmar Corporation	Significant Vendors / Top 30 Creditors / Additional Vendors	Jennmar Corporation is a former client of the firm and the last matter was closed on 5/2/2016.
Nalco Company	Significant Vendors	Nalco Company is a former client of the firm and the last matter was closed on 10/22/2015.



**Schedule 2**  
**SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY EMPLOY**  
**OR HAVE FORMERLY EMPLOYED FTI**

INTERESTED PARTY OR AFFILIATE	RELATIONSHIP TO DEBTOR	CLIENTS AND THEIR AFFILIATES
Joy Global Mining, LLC - Consignment	Significant Vendors / Top 30 Creditors	Joy Global Mining, LLC - Consignment is a former client of the firm and the last matter was closed on 5/2/2016.
Pioneer Conveyor, LLC	Significant Vendors / Additional Vendors	Pioneer Conveyor, LLC is a former client of the firm and the last matter was closed on 5/2/2016.
American Guarantee & Liability Insurance Co.	Insurers - Commercial Automobile / Insurers - Commercial General Liability / Insurers - Commercial Umbrella	American Guarantee & Liability Insurance Co. is a former client of the firm and the last matter was closed on 6/14/2012.
American Zurich Insurance Company	Insurers - Workers Comp	American Zurich Insurance Company is a former client of the firm and the last matter was closed on 6/14/2012.
QBE Insurance Corporation	Insurers - D&O Liability / Insurers - Employment Practices Liability/Fiduciary Liability	QBE Insurance Corporation is a former client of the firm and the last matter was closed on 3/17/2016.
Mark Smith	Parties to Significant Litigation	Mark Smith is a former client of the firm and the last matter was closed on 7/27/2015.
AT&T	Communications / Additional Vendors	AT&T is a current client of the firm.
AT&T Mobility	Communications / Additional Vendors	AT&T Mobility is a current client of the firm.
Atmos Energy	Natural Gas / Additional Vendors	Atmos Energy is a former client of the firm and the last matter was closed on 10/28/2015.
Charter Communications	Communications / Additional Vendors	Charter Communications is a current client of the firm.
Department of Revenue - Missouri	Taxing Authorities	Department of Revenue - Missouri is a current client of the firm.
Wells Fargo Bank, National Association	Indenture Trustee	Wells Fargo Bank, National Association is a current client of the firm.
Blue Mountain	Bondholders	Blue Mountain is a current client of the firm.
Caspian	Bondholders	Caspian is a former client of the firm and the last matter was closed on 6/2/2012.
Marathon	Bondholders	Marathon is a current client of the firm.
Goldentree	Bondholders	Goldentree is a current client of the firm.
Teachers	Bondholders	Teachers is a current client of the firm.
New Generation	Bondholders	New Generation is a former client of the firm and the last matter was closed on 3/12/2014.
Nuveen	Bondholders	Nuveen is a current client of the firm.
TIAA	Bondholders	TIAA is a current client of the firm.
Duke Energy Carolinas, LLC	Customer List	Duke Energy Carolinas, LLC is a current client of the firm.
Tampa Electric Company	Customer List	Tampa Electric Company is a current client of the firm.
Tennessee Valley Authority	Customer List	Tennessee Valley Authority is a former client of the firm and the last matter was closed on 2/1/2009.
General Electric Capital Corporation	Counterparties to Significant Executory Contracts	General Electric Capital Corporation is a current client of the firm.
Komatsu Financial Limited Partnership	Counterparties to Significant Executory Contracts	Komatsu Financial Limited Partnership is a former client of the firm and the last matter was closed on 10/30/2010.
Robert White	Royalty Payments - Payee	Robert White is a former client of the firm and the last matter was closed on 2/10/2016.
David Cobb	Royalty Payments - Payee / Landowners / Additional Vendors	David Cobb is a former client of the firm and the last matter was closed on 12/3/2009.
James Gregory	Royalty Payments - Payee	James Gregory is a former client of the firm and the last matter was closed on 5/12/2009.
Don King	Landowners	Don King is a former client of the firm and the last matter was closed on 9/25/2014.
FedEx	Additional Vendors	FedEx is a current client of the firm.

**Schedule 2**  
**SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY EMPLOY**  
**OR HAVE FORMERLY EMPLOYED FTI**

INTERESTED PARTY OR AFFILIATE	RELATIONSHIP TO DEBTOR	CLIENTS AND THEIR AFFILIATES
Armstrong Teasdale, LLP	Additional Vendors	Armstrong Teasdale, LLP is a current client of the firm.
American Express	Additional Vendors	American Express is a current client of the firm.
Iron Mountain	Additional Vendors	Iron Mountain is a current client of the firm.
CCH	Additional Vendors	CCH is a former client of the firm and the last matter was closed on 7/24/2006.
Kentucky State Treasurer	Additional Vendors	Kentucky State Treasurer is a former client of the firm and the last matter was closed on 3/20/2014.
SAP America, Inc.	Additional Vendors	SAP America, Inc. is a former client of the firm and the last matter was closed on 12/29/2015.
Staples Advantage	Additional Vendors	Staples Advantage is a former client of the firm and the last matter was closed on 6/20/2012.
PR Newswire Association, LLC	Additional Vendors	PR Newswire Association, LLC is a former client of the firm and the last matter was closed on 1/6/2012.
Banc of America Leasing	Additional Vendors	Banc of America Leasing is a current client of the firm.
Caterpillar Financial Services	Additional Vendors	Caterpillar Financial Services is a former client of the firm and the last matter was closed on 5/25/2016.
Delaware Secretary of State	Additional Vendors	Delaware Secretary of State is a former client of the firm and the last matter was closed on 4/16/2012.
Mercer	Additional Vendors	Mercer is a former client of the firm and the last matter was closed on 3/28/2014.
Standard & Poor's	Additional Vendors	Standard & Poor's is a former client of the firm and the last matter was closed on 12/23/2013.
Wells Fargo Bank	Additional Vendors	Wells Fargo Bank is a current client of the firm.
Drinker Biddle & Reath LLP	Additional Vendors	Drinker Biddle & Reath LLP is a current client of the firm.
Cintas Corporation	Additional Vendors	Cintas Corporation is a former client of the firm and the last matter was closed on 6/3/2017.
Purchase Power	Additional Vendors	Purchase Power is a current client of the firm.
Komatsu Financial Limited	Additional Vendors	Komatsu Financial Limited is a former client of the firm and the last matter was closed on 10/30/2010.
Anthem	Additional Vendors	Anthem is a current client of the firm.
DUFF & PHELPS, LLC	Additional Vendors	DUFF & PHELPS, LLC is a current client of the firm.
Steptoe & Johnson, PLLC	Additional Vendors	Steptoe & Johnson, PLLC is a current client of the firm.
Stites & Harbison PLLC	Additional Vendors	Stites & Harbison PLLC is a former client of the firm and the last matter was closed on 7/27/2017.
Paul, Weiss, Rifkind, Wharton	Additional Vendors	Paul, Weiss, Rifkind, Wharton is a current client of the firm.
Bingham Greenebaum Doll LLP	Additional Vendors	Bingham Greenebaum Doll LLP is a current client of the firm.
Jackson Kelly PLLC	Additional Vendors	Jackson Kelly PLLC is a former client of the firm and the last matter was closed on 9/11/2017.
Butler Snow LLP	Additional Vendors	Butler Snow LLP is a current client of the firm.
Hunton & Williams LLP	Additional Vendors	Hunton & Williams LLP is a current client of the firm.
Steven Campbell	Additional Vendors	Steven Campbell is a former client of the firm and the last matter was closed on 3/24/2014.

**Schedule 2**  
**SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY EMPLOY**  
**OR HAVE FORMERLY EMPLOYED FTI**

INTERESTED PARTY OR AFFILIATE	RELATIONSHIP TO DEBTOR	CLIENTS AND THEIR AFFILIATES
Universal Protection Service, LP	Additional Vendors	Universal Protection Service, LP is a former client of the firm and the last matter was closed on 9/12/2014.
McMaster-Carr	Additional Vendors	McMaster-Carr is a former client of the firm and the last matter was closed on 12/13/2012.
AT&T Global Network Services, LLC	Additional Vendors	AT&T Global Network Services, LLC is a current client of the firm.
Pioneer Supply	Additional Vendors	Pioneer Supply is a former client of the firm and the last matter was closed on 7/3/16.
Airgas USA, LLC	Additional Vendors	Airgas USA, LLC is a former client of the firm and the last matter was closed on 1/10/2016.
Motion Industries	Additional Vendors	Motion Industries is a current client of the firm.
U.S. Dept of Labor/MSHA	Additional Vendors	U.S. Dept of Labor/MSHA is a former client of the firm and the last matter was closed on 9/11/2015.
Rexel, Inc	Additional Vendors	Rexel, Inc is a former client of the firm and the last matter was closed on 7/10/2017.
UPS	Additional Vendors	UPS is a current client of the firm.
Viewpoint Construction Software	Additional Vendors	Viewpoint Construction Software is a former client of the firm and the last matter was closed on 5/9/2016.
Cintas	Additional Vendors	Cintas is a former client of the firm and the last matter was closed on 6/3/2017.
Fenner Dunlop	Additional Vendors	Fenner Dunlop is a former client of the firm and the last matter was closed on 1/31/2007.
Dell Marketing, LLP	Additional Vendors	Dell Marketing, LLP is a former client of the firm and the last matter was closed on 12/7/2016.
Hilti, Inc.	Additional Vendors	Hilti, Inc. is a former client of the firm and the last matter was closed on 5/31/2012.
CDW Direct LLC	Additional Vendors	CDW Direct LLC is a former client of the firm and the last matter was closed on 9/12/2014.
Time Warner Cable	Additional Vendors	Time Warner Cable is a current client of the firm.
Nalco Company	Additional Vendors	Nalco Company is a former client of the firm and the last matter was closed on 10/22/2015.
Grainger Industrial Supply Co, Inc	Additional Vendors	Grainger Industrial Supply Co, Inc is a former client of the firm and the last matter was closed on 10/16/2003.
Verizon Wireless	Additional Vendors	Verizon Wireless is a current client of the firm.
Quest Diagnostics Inc.	Additional Vendors	Quest Diagnostics Inc. is a current client of the firm.
Anthem Life Insurance Company	Additional Vendors	Anthem Life Insurance Company is a current client of the firm.
Roger Smith	Additional Vendors	Roger Smith is a former client of the firm and the last matter was closed on 3/24/2010.
Grant Thornton LLP	Additional Vendors	Grant Thornton LLP is a current client of the firm.
Home City Ice	Additional Vendors	Home City Ice is a former client of the firm and the last matter was closed on 1/29/2010.
OAS, Inc	Additional Vendors	OAS, Inc is a current client of the firm.
Anixter, Inc.	Additional Vendors	Anixter, Inc. is a former client of the firm and the last matter was closed on 3/30/2014.
US Bank	Additional Vendors	US Bank is a current client of the firm.
BIG BROTHERS-BIG SISTERS	Additional Vendors	BIG BROTHERS-BIG SISTERS is a current client of the firm.

**Schedule 2**  
**SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY EMPLOY**  
**OR HAVE FORMERLY EMPLOYED FTI**

INTERESTED PARTY OR AFFILIATE	RELATIONSHIP TO DEBTOR	CLIENTS AND THEIR AFFILIATES
Department of Labor - MSHA	Additional Vendors	Department of Labor - MSHA is a former client of the firm and the last matter was closed on 9/11/2015.
Crop Production Services, Inc. - #3	Additional Vendors	Crop Production Services, Inc. is a current client of the firm.
Terminix International	Additional Vendors	Terminix International is a former client of the firm and the last matter was closed on 12/29/2015.
EnerSys Delaware, Inc.	Additional Vendors	EnerSys Delaware, Inc. is a former client of the firm and the last matter was closed on 9/3/2014.
ADP, Inc	Additional Vendors	ADP, Inc is a current client of the firm.
Bearing Headquarters	Additional Vendors	Bearing Headquarters is a current client of the firm.
Tyco Fire & Security (US) Mgmt,	Additional Vendors	Tyco Fire & Security (US) Mgmt is a current client of the firm.
Amazon.com, LLC	Additional Vendors	Amazon.com, LLC is a current client of the firm.
UniFirst Corporation	Additional Vendors	UniFirst Corporation is a former client of the firm and the last matter was closed on 12/13/2012.
SHI International Corp	Additional Vendors	SHI International Corp is a former client of the firm and the last matter was closed on 12/19/2011.
Quest Software Inc	Additional Vendors	Quest Software Inc is a former client of the firm and the last matter was closed on 5/4/2010.
Brian Miller	Additional Vendors	Brian Miller is a former client of the firm and the last matter was closed on 5/7/2008.
American Printing Company	Additional Vendors	American Printing Company is a former client of the firm and the last matter was closed on 5/17/2004.
Sherwin-Williams	Additional Vendors	Sherwin-Williams is a current client of the firm.
US Treasury	Additional Vendors	US Treasury is a current client of the firm.
Heintzmann Corporation	Additional Vendors	Heintzmann Corporation is a former client of the firm and the last matter was closed on 5/2/2016.
Richard Robinson	Potential Litigant	Richard Robinson is a former client of the firm and the last matter was closed on 9/13/16.